

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 192 OF 2017

B E T W E E N:



GRAND PLAZA HOLDINGS LIMITED

Plaintiff

AND

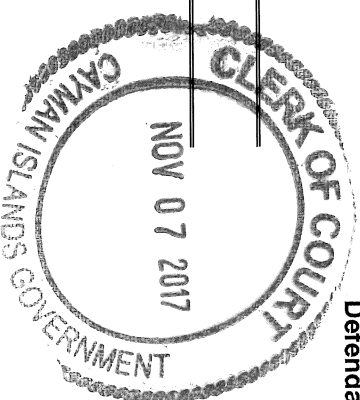
JULIE MILLER

Defendant

WRIT OF SUMMONS

TO:

Ms. Julie Miller  
P.O. Box 31856  
Grand Cayman, KY1-1207  
Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 6 day of November 2017

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

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**STATEMENT OF CLAIM**

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1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 31856, Grand Cayman KY1-1207, Cayman Islands.
3. Pursuant to an agreement dated 17 May 2017, the Plaintiff agreed to lease to the Defendant the Demised Premises known as and situate at Unit #13 and 14 of the Building located on Registration Section George Town Central Block, 29 Howard Street, 13D Parcel 366 ("the Demised Premises") from 1 August 2016 to 31 July 2018 for CI\$1500 per calendar month ("the Lease").
4. It was a term of the Lease at paragraph four that the Defendant agreed to, *inter alia*, the following:

**"4. Default and Re-Entry**

*If the Monthly Rent or any part thereof shall at anytime be unpaid for seven (7) days after becoming payable and formally demanded in writing, verbally or if the covenants on the Tenant's part herein contained shall not be performed or observed (and so remain non-performed or non observed following written notice from the Landlord to the Tenant validly specifying same) interest shall accrue at three (3%) percent over prime (CI) or if the rent shall remain due for over sixty (60) days and the Landlord has given the Lessee thirty (30) days notice of the same or if the Tenant shall become bankrupt or be wound up or make any assignment for the benefit of its creditors or enter into any arrangement with its creditors for liquidation of its debts by composition or otherwise or suffer any distress or process of execution to be levied upon its goods or enter into liquidation voluntarily or otherwise, then (and in any such case) it shall be lawful for the Landlord at anytime thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this lease shall be terminated absolutely, but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants herein contained and in respect of any rental payments then due and outstanding but not as to any future rental payments that would have been due to the end of the Lease Term if this Lease had remained in effect."*

**"2. Tenant's Covenants.**

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*"(21) To be responsible for and indemnify and hold harmless the Landlord against all damage, loss or injury to the Demised Premises of any other part of the Building (including windows thereof) or to the Landlord or any other person caused by any act, default of negligence of the Tenant, its servants, agents, licensees, sub-leases or invitees and to pay and make good to the Landlord all and every loss or damage whatsoever incurred or sustained by the Landlord as a consequence of every breach or non-observance of the Tenant's covenants herein contained and to indemnify and hold harmless the Landlord against all actions, claims, liability, fines, penalties, costs and expenses thereby arising."*

5. The Plaintiff will rely upon the true construction and effect of the aforementioned terms of the Lease at trial.

6. In breach of the terms of the Lease, the Defendant failed to make payments to the Plaintiff's satisfaction and, on or around 6 February 2017, the Defendant signed a statement of account acknowledging accrued arrears in the sum of \$45,036.00.

7. The Defendant failed further to pay the continuing rent liability and on or around 1 September 2017 at 3:25pm, the Defendant was personally served with a letter from HSM Chambers dated 16 August 2017 demanding payment of the principal sum C1\$48,036.00 within 7 days of service ("the Demand").

8. The Defendant failed to comply with the terms of the Demand and, as at 25 October 2017, the Defendant was indebted to the Plaintiff in the sum of C1\$48,036.00 being the principal sum together with interest thereon at the contractual rate of 3% above prime being 6.75% per annum from 25 October 2017 at the rate of C1\$8.88 per diem in accordance with paragraph four of the Lease.

9. Alternatively, the Plaintiff claims statutory interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at such rate and for such period as the Court deems fit.

10. The Plaintiff is entitled to, and claims, its contractual fees and all costs of, and incidental to, the enforcement of its rights under the Loan, on an indemnity basis pursuant to paragraph two subsection twenty-one of the Lease.

11. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceedings.

**AND THE PLAINTIFF CLAIMS:**

- a) C1\$48,036.00 being the Principal Sum due as at today's date;
- b) Pre- and post-judgment interest from 25 October 2017 at the rate of 6.75% per annum being C1\$8.88 per diem in accordance with paragraph four of the Lease;
- c) Alternatively, pre- and post-judgment interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at such rate as the Court deems fit;
- d) Costs on an indemnity basis in accordance with paragraph two subsection twenty-one of the Lease.
- e) Such further and other relief as this Court may deem just.

*HSM chambers*

**HSM Chambers**  
**Attorneys-at-Law for the Plaintiff**

**INDORSEMENT**

The principal amount claimed in respect of the debt is C1\$48,036.00. The amount of the filing fees to commence the proceeding is C1\$200.00 along with ad valorem fees in the sum of C1\$480.36. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-Law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 9 above;
2. The proscribed rate of interest is 6.75% per annum;
3. The date from which interest is payable is 25 October 2017; and
4. The amount of interest accruing due each day is C1\$8.88.

**Acknowledgment of service of writ of summons (O.12, r.3)**

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

***See over for notes for guidance  
Please complete overleaf***

### Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)":
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

B E T W E E N:

GRAND PLAZA HOLDINGS LIMITED

Plaintiff

AND

JULIE MILLER

Defendant

**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly,

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

**THIS FORM MAY HAVE TO BE RETURNED.**

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 

<input type="checkbox"/> yes	<input type="checkbox"/> no
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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*).
 

<input type="checkbox"/> yes	<input type="checkbox"/> no
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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for  
[Defendant in person]  
Address for service:

*Please complete overleaf*

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

HSM Chambers 68 Fort Street PO Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS  Ref: SJADB.309430.0233
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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