

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 251 OF 2017

BETWEEN:

(1) KAREN OLDENBURGER

(2) WAYNE OLDENBURGER



Plaintiffs

AND:

JOANNE CONOLLY (nee OLIVER)

Defendant



PLAINT



To the Defendant:

Joanne Conolly

THIS PLAINT 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 service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 22nd day of December 2017

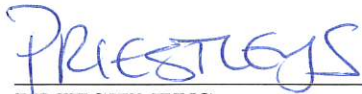
See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiffs are and were at all material times the owners of the property known as #9A Claries Avenue, Bodden Town, Grand Cayman, Cayman Islands (“the property”).
2. On 30th November 2015 the Defendant entered into a tenancy agreement with the Plaintiffs to lease the property (“the Agreement”).
3. The Agreement contained the following express terms:
 - 3.1 The lease was for a period of 2 years commencing on 30th November 2015 and expiring on 30th November 2017.
 - 3.2 The rent due to the Plaintiffs from the Defendant was CI\$1400 per month, payable on the 15th day of each month.
 - 3.3 Utilities including water and electricity were to be paid by the Defendant.
4. On 30th November 2017 the lease expired and the Defendant vacated the property on or about that date.
5. The last full payment for rent was made in November 2016. The Defendant has failed to make any full payments of rent since that date. A part payment of CI\$600 was made by the Defendant on or about 6th November 2017. On 30th November 2017 the total outstanding rent owed by the Defendant pursuant to the agreement is CI\$16,200.
6. In breach of the Agreement the Defendant has failed to pay the sum of CI\$16,200 for rental payments.
7. Under the terms of the agreement the Defendant was responsible for paying the sums owed for the water bills during her tenancy at the property. The water bills remained in the name of the First Plaintiff. The outstanding sum for the water bill pursuant to the final reading on 5th December 2017 is CI\$505.55. In breach of agreement, the Defendant has failed to pay the water bill.
8. The Defendant therefore owes the Plaintiffs the total sum of CI\$16,705.55.
9. Further, the Plaintiffs claims interest on the total sum due pursuant to section 34 of the Judicature Law (as amended) at the prescribed rate of 2.375% rate, to be calculated from the date of issue of this claim until Judgment or payment in full. Interest due will accrue upon the sum of CI\$16,705.55 at a daily rate of CI\$1.10 per day.

AND THE PLAINTIFF CLAIM:

1. The sum of CI\$16,705.55
2. Interest on the said sum due pursuant to section 34 of the Judicature Law (as amended); and
3. Costs.



PRIESTLEYS

Attorneys for the Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2017

BETWEEN:

(1) KAREN OLDENBURGER

(2) WAYNE OLDENBURGER

Plaintiffs

AND:

JOANNE CONOLLY (nee OLIVER)

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address-

Joanne Conolly (nee Oliver)

2. State whether the Defendant intends to contest the action.

Yes No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 2017

Please see overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.