

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. 53 OF 2018

BETWEEN:

AND



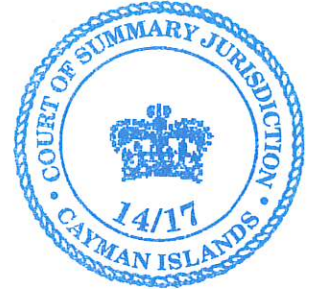
MR ROBERT MARSLAND

PLAINTIFF

MR WADE GORDON

DEFENDANT

PLAINT



TO:

Mr Wade Gordon
PO Box 909
KY1-1103
George Town
Cayman Islands

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, 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 6th Day of April 2018

See overleaf for particulars of the Plaintiff's claim.


PARTICULARS OF CLAIM

1. The Plaintiff is Mr Robert Marsland whose address for service is that of his attorneys, Carey Olsen of PO Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.
2. The Defendant is Mr Wade Gordon of PO Box 909, Grand Cayman KY1-1103, Cayman Islands.
3. The Plaintiff is the owner of #10 Bougainvilleas (the "**Property**").
4. The Defendant was the tenant of the Property pursuant to a lease agreement dated made between the parties for a term of 12 months commencing on 1st day of December 2015 and ending on 30th November 2016 (the "**Fixed Term Lease**").
5. The Fixed Term Lease included the following terms:
 - a. The rental amount was CI\$1,150.00 per month which was due and payable in advance on or before the 1st day of each month; and
 - b. If any legal action is brought by either party to enforce the terms of the Fixed Term Lease, the prevailing party is entitled to all costs incurred, including a reasonable attorney's fee.
6. By mutual agreement between the parties, the Defendant remained resident in the Property upon the expiry of the Fixed Term Lease on 30th November 2016 on a month to month basis but otherwise on identical terms as set out in the Fixed Term Lease (the "**Periodic Tenancy**") including but not limited to the terms set out in paragraph 5 above.
7. The Defendant moved out of the Property and terminated the Periodic Tenancy on 31st March 2017.
8. All rental sums due and owing under the terms of the Fixed Term Lease were paid up until August 2016. Thereafter, the Defendant did not consistently pay his rent on time in breach of his contractual obligations.
9. On termination of the Fixed Term Lease on 30th November 2016, the Defendant had failed to pay CI\$1,725.00 pursuant to the terms of the Fixed Term Lease.
10. On termination of the Periodic Tenancy on 31st March 2017, the Defendant had failed to pay CI\$2,875.00 pursuant to the terms of the Periodic Tenancy.
11. In breach of the terms of the Fixed Term Lease and Periodic Tenancy, the Defendant is indebted to the Plaintiff in the amount of CI\$4,600 in unpaid rental ("**Outstanding Rental Amount**").
12. In addition to the Outstanding Rental Amount, legal fees in excess of CI\$2,000 have been incurred by the Plaintiff in enforcing the terms of the Fixed Term Lease and the Periodic Tenancy.

13. By demand letter dated 31st August 2017, the Plaintiff claims as at the date of this plaint the Defendant has failed to remedy the breach.
14. The Plaintiff therefore claims:
 - a. Judgment for payment of the Outstanding Rental Amount in the sum of CI\$4,600; and
 - b. legal costs in the sum of CI\$2,000 pursuant to Summary Court Rules r.11(3)(c); or,
 - c. alternatively to 14b above, fixed costs in the sum of CI\$150.00 plus filing fees of CI\$25.00 and bailiff's fee for service; and
 - d. post judgment Interest on the amount of CI\$4,600 in accordance with section 34 of the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$4,600 (together with interest, bailiff fees, filing fees of CI\$25.00 and costs of CI\$2,000) all proceedings will be withdrawn.

Dated this 6th Day of April 2018



CAREY OLSEN

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 Courts Office, PO Box 495, George Town, Grand Cayman **within 14 days** of receipt otherwise a default judgment may be entered against you.