

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 200 OF 2018

BETWEEN:

(1) SHORELINE DEVELOPMENT COMPANY LIMITED

Plaintiff

AND:

(2) CLAYTON MCGHIE

First Defendant

(3) KISHA MCGHIE

Second Defendant



PLAINT



To the First Defendant
PO Box 374
Grand Cayman KY1-1302
Cayman Islands

To the Second Defendant
PO Box 374
Grand Cayman KY1-1302
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, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 28th day of September 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

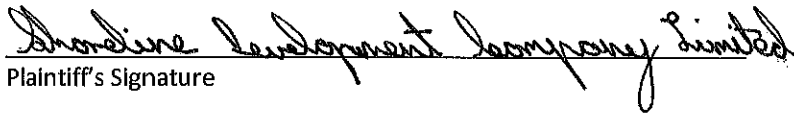
1. The Plaintiff is and was at all material times a company incorporated under the laws of the Cayman Islands. The Plaintiff's registered office address is 89 Nexus Way, Suite 8101, Camana Bay, PO Box 31363, Grand Cayman KY1-1206, Cayman Islands.
2. The First and Second Defendants are individuals who at all material times resided in the Cayman Islands with a mailing address of PO Box 374, Grand Cayman KY1-1302.
3. The Plaintiff was at all material times the sole proprietor of the house located on land registered as Registration Section Breakers, Block 52B, Parcel 84 also known as #1775 Bodden Town Road, Grand Cayman, Cayman Islands (the "**Property**").
4. On 3 April 2014, the First and Second Defendants entered into a Lease Agreement ("**Lease Agreement**") with the Plaintiff for the Property. The terms of the Agreement were, *inter alia*, as follows:
 - (a) That the First and Second Defendants would lease the Property for a term of one (1) year commencing on 1 May 2014, expiring on 30 April 2015;
 - (b) That the First and Second Defendants would pay rent on a monthly basis on the first day of each month in the sum of Four Thousand Cayman Islands Dollars (CI\$4,000.00) per month ("**Rent**");
 - (c) That the First and Second Defendants shall pay a deposit equal to one month's rent (CI\$4,000.00) ("**Deposit**");
 - (d) That the First and Second Defendants would pay a penalty of One Hundred United States Dollars US\$100.00 (CI\$84.00) per day, after the fifth day of the month, if the Rent was not paid by the first day of each month;
 - (e) That all of the utilities servicing the Property including, but not limited to, water, electricity, cable and telephone shall be in the name of the First and Second Defendants and be payable upon connection; and
 - (f) That the liabilities, responsibilities and obligations of the First and Second Defendants shall be joint and several.
5. The First and Second Defendants defaulted on the payment terms of the Lease Agreement. The Plaintiff made demand in writing for payment of the outstanding Rent and utility costs on 5 February 2015, 12 March 2015 and 20 April 2015. The First and Second Defendants were served with the demand letters as required under the Lease Agreement.
6. As a result of significant arrears, on 13 August 2015, the Plaintiff attempted to commence arbitration proceedings as required under the Lease Agreement.

7. On 15 December 2015, the First and Second Defendants signed a binding Settlement Agreement of Arbitration Proceedings and Repayment Agreement (the "Settlement Agreement"). The terms of the Settlement Agreement were, *inter alia*, as follows:
 - (a) That the First and Second Defendants acknowledge and agree that they jointly and severally owe the Plaintiff the amount of Twenty-Two Thousand, Three Hundred and Nine Cayman Islands Dollars and Twenty-Seven Cents (CI\$22,309.27 or US\$27,206.43) (the "Debt") under the Lease Agreement;
 - (b) That the First and Second Defendants would repay the Debt by making equal monthly payment instalments of One Thousand United States Dollars (US\$1,000.00 or CI\$840.00) payable on the fifteenth day of each month until the Debt was fully repaid (the "Agreed Dates");
 - (c) That if the First and Second Defendants failed to make any or all payments within ten (10) days of any of the respective Agreed Dates, then upon demand, the full remaining balance owed, plus interest in the sum of ten (10) percent per annum from the date payment is due until payment of the outstanding debt shall become immediate due and payable;
 - (d) That the Plaintiff will be entitled to request any court of competent jurisdiction in the Cayman Islands to give any judgement or make any order for payment of any amount due under the Settlement Agreement; and
 - (e) That the First and Second Defendants would be liable to the Plaintiff for such legal costs and expenses resulting from any action based on the Settlement Agreement, on an indemnity basis.
8. On 25 January 2017, the First and Second Defendants wrote to the Plaintiff confirming, amongst other things, that they acknowledged that they had failed to make payments pursuant to the Settlement Agreement.
9. Since receipt of the letter of 25 January 2017, the First and Second Defendants have made three (3) payments totalling Three Thousand, Three Hundred United States Dollars (US\$3,300.00 or CI\$2,772.00) with the latest payment being made on 15 June 2017.
10. Notwithstanding the above, the First and Second Defendants have failed and/or refused to make full payment in accordance with the terms of the Settlement Agreement.
11. As at the date of filing this Plaintiff, there continues to be an outstanding debt owed under the Settlement Agreement totalling Sixteen Thousand, Six Hundred and Six United States Dollars and Forty-Three Cents (US\$16,606.43 or CI\$13,949.40).
12. As a result of the above, the Plaintiff seeks judgement against the First and Second Defendants for the outstanding debt, plus interest and indemnity costs.

AND THE PLAINTIFF claims:

1. CI\$13,405.27 (US\$16,347.89) being the principal sum due as 28 September 2018;
2. CI\$1,726.16 (US\$2,105.07) interest from 15 June 2017 to 28 September 2018 at the rate of 10% per annum in accordance with the Settlement Agreement as set out in paragraph 7(c) above;
3. Pre and post judgement interest from 29 September 2018 at the rate of 10% per annum in accordance with the terms of the Settlement Agreement being CI\$3.67 (US\$4.48) per day;
4. Costs on an indemnity basis in accordance with the terms of the Settlement Agreement; and
5. Such further and other relief as this Court may deem just.

Shoreline Development Company Limited


Plaintiff's Signature

This Plaint was filed by Shoreline Development Company Limited, the Plaintiff, whose address for service is 89 Nexus Way, Suite 8101, Camana Bay, PO Box 31363, Grand Cayman KY1-1206, Cayman Islands (ref: BH/RC/LV/)

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AND:

(2) CLAYTON MCGHIE

First Defendant

(3) KISHA MCGHIE

Second Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:-

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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2018

See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*
2. *[etc.]*

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.