

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC216 OF 2018

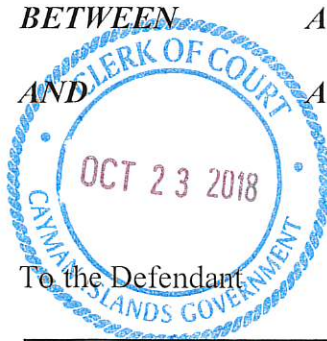
BETWEEN A. R. E HOLDINGS LTD.

PLAINTIFF

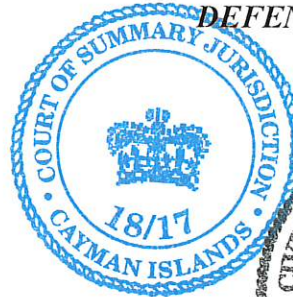
AND ALBERTO BRYAN

DEFENDANT

PLAINT



To the Defendant



Mr. Alberto Bryan
13 Quality Place Apartments
Newport Avenue
Grand Cayman
P.O. Box 31688
Grand Cayman KY1-1001
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 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating 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 default Judgment without any further notice to you.

Issued this 23 day of October 2018

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form

See overleaf for particulars

PARTICULARS OF CLAIM

1. The Plaintiff is a local property holding company incorporated and carrying on business in the Cayman Islands with its registered office located on the Second Floor of the Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.
2. The Plaintiff owned and operated 8 warehouses, numbered 1 through 8, at the Way To Go Building site at 19 Compass Drive, George Town, Grand Cayman.
3. The Defendant was at all material times a resident of the Cayman Islands and a tenant of Warehouse #1 owned by the Plaintiff at the said location.
4. Sometime in the year 2010, the particular date the Plaintiff cannot accurately recall, the Plaintiff by way of a verbal agreement leased the said Warehouse #1 to the Defendant at a monthly rental of CI\$330.00.
5. It was a term of the said agreement that the Defendant would pay the fixed monthly rental of CI\$330.00 in advance payable on or before the first working day of each month.
6. In breach of the terms of the said agreement the Defendant failed to make the rental payments as and when due and fell in arrears, which he failed to pay despite various demands from the Plaintiff for him to honour his contractual obligations.
7. On the 16th January 2017 the Defendant, without providing the Plaintiff with any prior notice, vacated the said and left the key to the same with another Tenant at the premises to give the Plaintiff.
8. At the time of his said vacating the premises the Defendant was indebted to the Plaintiff in the sum of CI\$7,999.38.
9. That the said sum remains due and owing to the Plaintiff by the Defendant.
10. In consequence of the same the Plaintiff has suffered loss.

Particulars of Special Damages

- | | | |
|-----|------------------------------------|------------|
| (a) | Outstanding Rent for January 2012 | CI\$330.00 |
| (b) | Outstanding Rent for February 2012 | CI\$330.00 |
| (c) | Outstanding Rent for March 2012 | CI\$330.00 |

(d)	Outstanding Rent for April 2012	<u>CI\$330.00</u>
	TOTAL OUTSTANDING FOR 2012	CI\$1,320.00
(e)	Outstanding Rent for May 2015	CI\$ 271.00
(f)	Outstanding Rent for June-December 2015	<u>CI\$2,310.00</u>
	TOTAL OUTSTANDING FOR 2015	CI\$2,581/00
(g)	Outstanding Rent January-December 2016	<u>CI\$3,960.00</u>
	TOTAL OUTSTANDING FOR 2016	CI\$3,960.00
(h)	Outstanding Rent January 1-13, 2017	<u>CI\$138.38</u>
	TOTAL OUTSTANDING FOR 2017	CI\$138.38

13. The Plaintiff has demanded payment of the said sum of CI\$7,999.38 but the Defendant has failed and/or refused to repay to the Plaintiff all or any part of it.

Statement Regarding Interest

- (a) The prescribed rate of interest from the 1st November 2010 to the date of filing is 2.3/8% per annum.
- (b) The accrued interest to date is CI\$6,871.32
- (c) The per diem interest as of the 11th October 2018 is CI\$0.21

Schedule of Interest Calculated

(i)	January 1, 2012-11 th October 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 2,476/365$ $CI\$330.00 \times .238 \times 6.78$	CI\$532.50
(ii)	February 1, 2012-11 th October 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 2445/365$ $CI\$330.00 \times .238 \times 6.69$	CI\$525.43
(iii)	March 1, 2012-11 th October 2018 $CI\$330 \times 2.3/8\% / 100 \times 2416/365$ $CI\$330 \times .238 \times 6.61$	CI\$519.14
(iv)	April 1, 2012-11 th October 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 2385/365$ $CI\$330 \times .238 \times 6.53$	CI\$512.86
(v)	May 1, 2015-October 11, 2018 $CI\$271.00 \times 2.3/8\% / 100 \times 1388/365$ $CI\$217.00 \times .238 \times 3.8$	CI\$196.25
(vi)	June 1 2015-October 11, 2018 $CI\$330 \times 2.3/8\% / 100 \times 1357/365$ $CI\$330.00 \times .238 \times 3.71$	CI\$291.34
(vii)	July 1, 2015-October 11, 2018 $CI\$330.00 \times 2.38\% / 100 \times 1327/365$ $CI\$330.00 \times .238 \times 3.63$	CI\$285.10

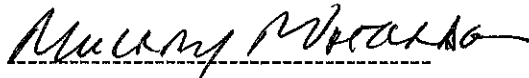
(viii)	August 1, 2015-October 10, 2018 $CI\$330.00 \times 2.38\% / 100 \times 1296 / 365$ $CI\$330.00 \times 2.38 \times 3.55$	CI\$278.81
(ix)	September 1, 2015-October 11, 2018 $CI\$330.00 \times 2.38\% / 100 \times 1265 / 365$ $CI\$330.00 \times 2.38 \times 3.46$	CI\$271.74
(x)	October 1, 2015-October 11, 2018 $CI\$330.00 \times 2.38\% / 100 \times 1235 / 365$ $CI\$330 \times 2.38 \times 3.38$	CI\$265.46
(xi)	November 1, 2015-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 1204 / 365$ $CI\$330.00 \times 2.38 \times 3.29$	CI\$258.39
(xii)	December 1, 2015-October 11, 2018 $CI\$330.00 \times 2.38\% / 100 \times 1174 / 365$ $CI\$330.00 \times 2.38 \times 3.21$	CI\$252.11
(xiii)	January 1, 2016-October 11, 2018 $CI\$330 \times 2.3/8\% / 100 \times 1143 / 365$ $CI\$330.00 \times 2.38 \times 3.13$	CI\$245.83
(xiv)	February 1, 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 1112 / 365$ $CI\$330.00 \times 2.38 \times 3.04$	CI\$238.76
(xv)	March 1, 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% \times 1083 / 365$ $CI\$330.00 \times 2.38 \times 2.96$	CI\$232.47
(xvi)	April 1, 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 1052 / 365$ $CI\$330.00 \times 2.38 \times 2.88$	CI\$226.19
(xvii)	May 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 1022 / 365$ $CI\$330.00 \times 2.3/8\% / 100 \times 2.80$	CI\$219.91
(xviii)	June 1, 2016-October 11, 2018 $CI\$330 \times 2.3/8\% / 100 \times 991 / 365$ $CI\$330.00 \times 2.3/8\% / 100 \times 2.71$	CI\$212.84
(xix)	July 1, 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 961 / 365$ $CI\$330.00 \times 2.3/8\% / 100 \times 2.63$	CI\$206.56
(xx)	August 1, 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 930 / 365$ $CI\$330.00 \times 2.38 / 100 \times 2.54$	CI\$199.49
(xxi)	September 1, 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 899 / 365$ $CI\$330.00 \times 2.3/8\% / 100 \times 2.46$	CI\$193.20
(xxii)	October 1, 2016-October 11, 2018 $CI\$330.00 \times 2.3/8\% / 100 \times 869 / 365$ $CI\$330.00 \times 2.38 \times 2.38$	CI\$186.92
(xxiii)	November 1, 2016-October 11, 2018	

	CI\$330.00x2 3/8%/100x838/365	
	CI\$330.00x.238x2.29	CIS179.85
(xxiv)	December 1 2016-October 11,2018	
	CI\$330.00x2 3/8%/100x808/365	
	CI\$330.00x.238x2.21	CIS173.57
(xxv)	January 1, 2017-October 11, 2018	
	CI\$330.00x2 3/8%/100x771/365	
	CI\$330.00x.238x2.12	<u>CIS166.50</u>
	Total Interest to 11 October 2018	CIS6,871.22

AND THE PLAINTIFF CLAIMS:

- (a) The Principal sum of CI\$7,999.38
- (b) Accrued Interest thereon of CI\$6,871.22
- (c) Interest pursuant to the Judgment Debts (Rate of Interest Rules)
- (d) Costs

Dated 22nd day of October 2018



Murray & Westerborg
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service:

Murray & Westerborg Attorneys-at-Law The Second Floor (Southwest Wing) Cayman Shipping Centre Building 10 Shipping Lane George Town, Grand Cayman
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Acknowledgment of service of Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

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

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also complete and serve the Particulars of Defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person) within 14 days of the time for acknowledging receipt of the Plaintiff, unless in the meantime a Summons for Judgment is served on the Defendant. The Plaintiff is at liberty to apply for Default Judgment against the Defendant if the Particulars of Defence are not filed and served within 14 days of the time for acknowledging receipt of the Plaintiff.
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 seek time to pay the claim or 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 or seeking time to pay, 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

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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.

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, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.