
PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO. SC 31 OF 2019

BETWEEN: ELIZABETH SENIOR
AND: SAMUEL REID

PLAINTIFF
DEFENDANT

TO: Samuel Reid
George Town, Grand Cayman



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's Office, P.O.Box 495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest 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 further notice to you.

Issued this 4th day of February, 2019.

PARTICULARS OF CLAIM

1. That on or about June 1, 2018, the defendant entered into a written lease agreement with the plaintiff for the rental of Unit #1 Nevlaw Building, Block 14CJ, Parcel 149, George Town Grand Cayman for the term of 24 months at the monthly rate of CI\$1,200.00 payable in advance on the 1st day of every month commencing June 1, 2018.
2. It was a term of the agreement that the defendant will be responsible for the payment to the utility providers of light, water, phone, cable used by her at the said premises.
3. The defendant occupied the premises for the purpose of the business carried on by him.
4. That a tenant at the said premises, the defendant neglected to pay the electricity thereat and the same was cut off.
5. In breach of the terms of the agreement, the defendant failed or refused to pay the full rental of CI\$1,200.00 each month and as at the end of January, 2019 he owed a total of CI\$6,600.00
6. 00.00 in rent arrears and utilities,
7. The plaintiff and her attorneys have written to the defendant demanding that he pays all arrears of rent monies and outstanding utility bills in full without any success.
8. The sums owed by the defendant to the plaintiff are particularized below:

Particulars

Rent due for June, July, Aug, Sept, Oct, Nov, Dec 2018	
And Jan 2019 (\$1,200 x 8)	9,600.00
Less half (½) month deduction	600.00
Less payment in April 2018	1,200.00
Less payment in August, 2018	1,200.00
Total amount owing.....	6,600.00

Balance outstanding to the plaintiff..... CI\$6,600.00

9. And the plaintiff claims the said sum of CI\$6,600.00 from the plaintiff for breach of the agreement and the plaintiff claims interest on the said sum.

Statement regarding interest

- a) The plaintiff seeks Pre- and Post Judgment interest in accordance with the Judicature Law (1995 Revision) and the Judgment Debts (Rates of interest Rules AS amended from time to time.
- b) Pre-Judgment interest is claimed from September 1- Dec 31, 2018 and Jan 1-31st, 2019
- c) The rate of interest is 2 3/8% per annum
- d) Pre-judgment interest is calculated at CI\$65.71
- e) The amount of interest accruing each day following the issue of the plaint is CI\$0.43

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

- f) The sum of CI\$6,665.71 for breach of the lease agreement.
- g) Interest on the said sum pursuant to the law and the Rules
- h) Further interest to date of full payment.
- i) Fixed costs plus filing and service fees or alternatively costs to be assessed

DATED this 4 day of February, 2019.


Morris Garcia

Attorney at law for the plaintiff

Filed by Morris Garcia, 1st Floor, Artemis House, 67 Fort Street, GT, Grand Cayman,
Attorney-at-law for the plaintiff herein.

ACKNOWLEDGMENT OF SERVICE

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE N. SC

OF 2019

BETWEEN: ELIZABETH SENIOR PLAINTIFF
AND: SAMUEL REID DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the defendant's name and address(es)
2. State whether the defendant intends to contest the action yes no
3. If you do not intend to contest the action, do you need 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 particulars of your defence overleaf.

Service of the PLAINT is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2019

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 Signatures

REMINDER- This form must be taken or sent to the Court Office, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.