

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 56 OF 2019

BETWEEN:



LOOKOUT HOLDINGS LTD

PLAINTIFF

AND:



PAULA DAWKINS ARCHBOLD



DEFENDANT

PLAINT

TO THE DEFENDANT of P.O Box 12048, Grand Cayman, Cayman Islands, KY1-1011

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the service of this Complaint 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 Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 20th day of March 2019.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

Introduction

1. The Plaintiff, Lookout Holdings, is a duly company duly incorporated in the Cayman Islands whose registered office is at 45 Anton Bodden Road, Bodden Town, Grand Cayman.
2. The Defendant is Paula Dawkins Archbold of P.O Box 12048, Grand Cayman, Cayman Islands, KY1-1011.
3. The Plaintiff was at all material times the owner and title holder of Registration Section Bodden Town, Block 43A, Parcels 288, H8 and otherwise known as Griffin Manor Unit #4 (the "**Premises**")

The Tenancy Agreement

4. By a Tenancy Agreement, dated 1 April 2016 ("**the Agreement**") and made between the Plaintiff and the Defendant, the Plaintiff leased to Defendant, the Premises for an initial period of 1 year commencing on 1 April 2016 at a monthly rent of CI\$ 1,200, payable by equal monthly installments in advance, on the first day of each calendar month.
5. The Agreement contained the following material terms:
 - (a) The Defendant would pay the Rent on the days specified, namely the 1st day of each calendar month. (Clause 2.1);
 - (b) The Defendant would pay all utility charges for the Premises. (Clause 2.2);
 - (c) If the Rent remained unpaid for 7 days after becoming payable, the Plaintiff would be entitled to re-enter upon the Premises terminate the Tenancy. (Clause 4.1); and
6. The Defendant was in breach of the terms and obligations of the Agreement defaulted in the payment of the Rent having failed to pay the entire sums due under the Agreement and as at 19 June 2017 was in arrears, in the total sum of CI\$ 3,800.00.
7. The Plaintiff issued proceedings in Summary Court Cause 107 of 2017 and obtained Default Judgment against the Defendant on 29 June 2017.
8. Following the issue of the Default Judgment, the Defendant remained in occupation of the Premises as the Plaintiff was willing to give her an opportunity to discharge the Judgment Debt.
9. However, the Defendant once again got into arrears and on 1 November 2018, the Defendant entered into a further agreement with the Plaintiff whereby she agreed to

vacate the premises on 28 February 2018 and acknowledged that at that date she was indebted to the Landlord in the sum of \$4,112.25.

10. The Defendant paid Rent for the months of November 2018, December 2018 and January 2019 and \$ 500 towards the sums due to the Plaintiff.
11. The Defendant has now vacated the Premises and has failed to pay Rent for February 2019, or the utility charges for the Premises which were \$ 608.85 for CUC and \$168.40 for Water, and she remains in substantial arrears.
12. The Defendant is indebted to the Landlord in the total sum of **\$5,589.50**.
13. The Plaintiff has at all material times fulfilled all of its obligations under the Agreement.
14. By reason of the Defendant's breaches of the agreements the Plaintiff has suffered loss.

The Plaintiff therefore claims against the Defendant

- (a) Judgment in the sum of **\$5,589.50** or such other sums as may be due at date of trial;
- (b) Pre-and post-judgment calculated pursuant to the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time;
- (c) Costs; and
- (d) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$ \$5,589.50** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

Nelson & Co

Nelson & Company
Attorneys for the Plaintiff

Plaintiff's address for service:

31 The Strand,
46 Canal Point Drive,
PO Box 2075,
Grand Cayman
KY1-1105,
Cayman Islands.

This Plaintiff was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

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ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

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

YES

NO

4. If you 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 2019

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 delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.