

IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO. SC 102 OF 2019

BETWEEN:

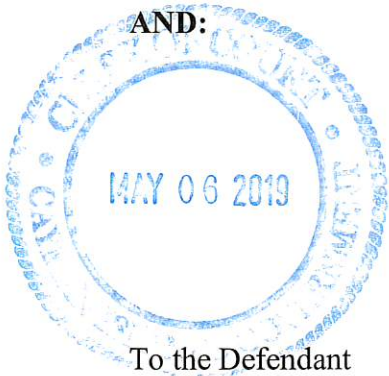
Simone Salmon/Vic Hall

PLAINTIFF

AND:

College Nine Investment Limited

DEFENDANT



To the Defendant

PLAINT



COLLEGE NINE INVESTMENT LIMITED

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 day 6th of May 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him/her or is liable to pay damages to him/her)

PLEASE SEE PARTICULARS OF CLAIM ON ATTACHMENT

AND THE PLAINTIFF CLAIMS:

- (1) The sum of \$ 1500.00 G.I.
- (2) Interest in the sum \$ _____ calculated at the prescribed rate from to date.
- (3) Fixed costs of \$ _____, alternatively cost to be assessed

Dated the day of May 2019

J/V. Hall

Plaintiff's Signature

PARTICULARS OF CLAIM

1. The Plaintiffs were the tenants of property known as and situate at Unit 6 South Cove, 98 Outpost Street, George Town, Grand Cayman.
2. At the relevant times the Defendant company was the landlord of the said property.
3. The terms of the said tenancy are recorded in writing by way of an agreement (the 'rental agreement') dated 28th May 2018. The Plaintiffs will seek to rely upon the full wording of the relevant clauses of the said agreement as executed.
4. The said tenancy was brought to an end by the landlord and the Plaintiffs vacated the said property on 31st December 2018.
5. Clause 2 of the rental agreement recorded the sum paid by the Plaintiffs as a 'security deposit' at CI\$1,500.
6. By clause 4 of the rental agreement the said security deposit was returnable to the tenants 'within three weeks from the date of vacating premises.'
7. Despite repeated demands made by email and orally by the Plaintiffs and despite a formal letter of demand dated 10th April 2019 sent by the Plaintiffs' then attorneys the Defendant has failed to return the security deposit to the Plaintiffs.

These PARTICULARS OF CLAIM are filed by the Plaintiffs whose address for service is 12 Kensington, Apartment No. 1, Windsor Park, George Town, Grand Cayman.

8. The failure to return the security deposit sum is in breach of the terms of agreement and or is wrongful. The Plaintiffs claim the said sum of CI\$1,500 alternatively damages arising out of the said breach or wrongful retention.
9. Further the Plaintiffs are entitled pursuant to clause 17 of the rental agreement to their attorneys' fees for seeking to enforce the terms of agreement. Those fees amount to CI\$500 to date and may increase in the event that the Plaintiffs are forced to go to trial to recover their monies and incur further attorney's fees to do so.
10. The Plaintiffs further claim interest pursuant to section 34 Judicature Law (2013 Revision) on the sums due at the prescribed rate of 2.375% per annum amounting to CI\$9.66 to date and continuing at the daily rate of CI\$0.10. For the avoidance of doubt interest is claimed from 21st January 2019 (three weeks after the date of vacation of the property) and continuing until judgment or sooner payment.

AND the Plaintiffs claim:

- (1) The said security deposit sum of CI\$1,500 or damages in the alternative, and**
- (2) The contractual sum of CI\$500 towards their costs to date or in the alternative costs pursuant to the agreement or in the further alternative costs to be assessed by the Honourable Court, and**
- (3) Interest as aforesaid in the sum of CI\$9.66 to date and continuing.**

Dated: 29th April 2019



SIMONE SALMON

Plaintiff



& VIC HALL

Plaintiff

These PARTICULARS OF CLAIM are filed by the Plaintiffs whose address for service is 12 Kensington, Apartment No. 1, Windsor Park, George Town, Grand Cayman.

To,

The Honourable Court

And to,

The Defendant

College Nine Investments Limited of PO Box 11549, Grand Cayman KY1-1009

These PARTICULARS OF CLAIM are filed by the Plaintiffs whose address for service is 12 Kensington,
Apartment No. 1, Windsor Park, George Town, Grand Cayman.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 2019

BETWEEN:

Simon Sakhon / Vic Hall

PLAINTIFF

AND:

College Nine Investment Limited

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address –

College Nine Investment Limited
P.O. Box 11549, Grand Cayman KY1-1009

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 Plaintiff 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/she 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 send to the Court Office, P.O. Box 495 George Town, Grand Cayman KY1-1106 within 14 days of receipt