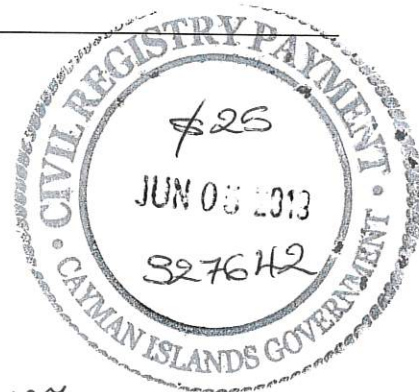


PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO. SC 127 OF 2019

BETWEEN: ELIZABETH SENIOR

PLAINTIFF

AND: ANGELA MOULTON

DEFENDANT

TO: Angela Moulton

Eastern Ave, GT, 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 4<sup>th</sup> day of June, 2019.

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PARTICULARS OF CLAIM

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1. That on or about March 1, 2017, 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 12 months at the monthly rate of CI\$1,200.00 payable in advance on the 1<sup>st</sup> day of every month commencing March 1, 2017.
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 paid CI\$400.00 as a security deposit.
4. The defendant occupied the premises for the purpose of the business carried on by her.
5. In or around March 2018, the defendant vacated the premises leaving arrears of rent and unpaid utility bills.
6. The CI\$400.00 paid by the defendant as security deposit was applied towards the light bill she owed on the premises leaving the arrears of rent unpaid.
7. 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.
8. The plaintiff and her attorneys have written to the defendant demanding that she pays all arrears of rent monies in full without any success.
9. The sums owed by the defendant to the plaintiff are particularized below:

	Particulars	
Rental Arrears		CI\$2,400.00
Amount owing for building materials		1,400.00
Rent due for January 2018		800.00
Total amount owing.....		4,600.00

Balance outstanding to the plaintiff..... **CI\$4,600.00**

10. And the plaintiff claims the said sum of CI\$4,600.00 from the plaintiff for breach of the agreement and the plaintiff claims interest on the said sum.

**Statement regarding interest**

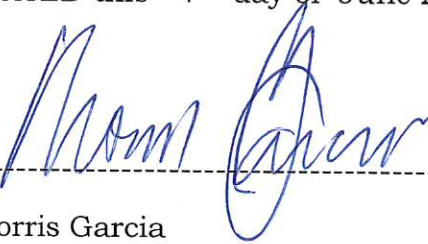
- a) The plaintiff seeks interest in accordance with the Judicature Law ( 1995 Revision) and the Judgment Debts ( Rates of interest Rules AS amended from time to time.

- b) Interest is claimed from issue of the issue of the Plaintiff to date of full satisfaction of the debt.
- c) The rate of interest is 2 3/8% per annum
- d) The amount of interest accruing each day following the issue of the plaintiff is CI\$0.30 per day.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

- 1. The sum of CI\$4,600.00 for breach of the lease agreement.
- 2. Interest on the said sum pursuant to the law and the Rules
- 3. Further interest to date of full payment.
- 4. Fixed costs plus filing and service fees or alternatively costs to be assessed

DATED this 4<sup>th</sup> day of June 2019.



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Morris Garcia

Attorney- at- law for the plaintiff

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

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ACKNOWLEDGMENT OF SERVICE.

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IN THE SUMMATRY COURT OF THE CAYMAN ISLANDS

CAUSE N. SC

OF 2019

BETWEEN:                      ELIZABETHAN SENIOR                      PLAINTIFF  
AND:                              ANGELA MOULTON                              DEFENDANT

**ACKNOWLEDGMENT OF SERVICE**

1. State the 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 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.

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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).

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Defendant's Signature

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.