

IN THE SUMMARY COURT AT GEORGE TOWN



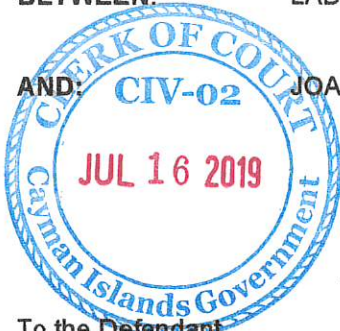
Cause No. 153 of 2019

BETWEEN: LADYGATE PROPERTIES LTD.

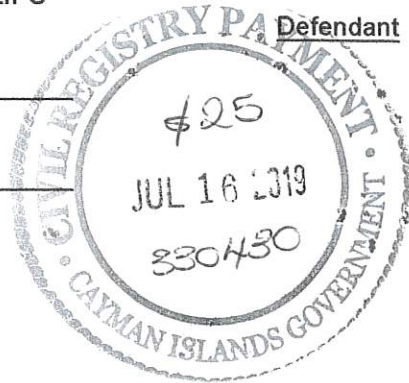
Plaintiff

AND: JOAVHON MYLES and SAMANTHA PHILLIPS

Defendant



PLAINT



To the Defendant  
Joavhon Myles & Samantha Phillips  
PO Box 2389  
Grand Cayman KY1-1105

**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 *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 this 30<sup>TH</sup> day of JUNE 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 or is liable to pay damages to him).

1. The Plaintiff is a Cayman Islands registered corporation operating as a real Estate Company.
2. On the 19<sup>th</sup> August 2016 the Defendant signed a Lease Agreement (the "Lease") with the Plaintiff to be the tenant of a privately-owned property at 14 Lemon Breeze, 393 Marina Drive, Prospect, Grand Cayman (the "Property"). After a few months the Defendant had stopped paying the rent/utilities as per the terms of the Lease and were evicted from the Property on 25<sup>th</sup> February 2017. The Lease provided the terms under which the Defendants would be the tenant of the Property. In the Lease the Plaintiff is referred to as the "Landlords" and the Defendant is referred to as the "Tenants". A copy of the Lease signed by the Defendant as the tenant of the Property is attached as **Exhibit 1**.
3. On 5<sup>th</sup> June 2017 one of the Defendants Joavhon Myles ("Mr. Myles") signed a Promissory Note (the "Promissory Note") with the Plaintiff agreeing the debt owed to the Plaintiff which at that time was CI\$4,621.00 by way of instalments of \$400.00 per month. Over a period of 12 months 5 separate payments were made totalling \$2,400.00. In the Promissory Note Mr. Myles had agreed to interest being charged at 1% per month. A copy of the Promissory Note signed by Mr. Myles is attached as **Exhibit 2**.
4. Payments stopped after 5<sup>th</sup> June 2018 and the balance as at June 30, 2019 with interest is \$2,985.64 (\$2,221.00 plus interest of \$764.64).
5. The Plaintiff claims penalties on the said sum owing.
  - a) The Plaintiff seeks to claim penalties by way of interest as 1% per month which, as at June 30, 2019 is calculated at \$764.64 as shown at Exhibit 1
  - b) If the Court determines otherwise the Plaintiff would accept pre and post judgment interest in accordance with the provisions of the Judicature Law (2007 Revision) and Judgment Debt (Rates of Interest) Rules as amended from time to time.

AND the Plaintiff claims:

- I. The sum of CI\$2,221.00 as per the schedule attached as **Exhibit 3**.
- II. Penalties in the said sum of CI\$764.64 in accordance with the Promissory Note.
- III. Costs or alternatively fixed costs of CI\$205.00 (\$150.00 plus filing fees and \$50.00 bailiff's fees for service).

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff the total amount claimed of CI\$2,985.64 (together with penalties and costs of CI\$205.00) all further proceedings will be stayed.

Dated this 30<sup>th</sup> of JUNE 2019



Plaintiff's Signature

Plaintiff's address for service

Ladygate Properties Ltd  
c/o Property Management Services  
P.O. Box 753, George Town, Grand Cayman, KY1-9006  
Cayman Islands

**IN THE SUMMARY COURT AT GEORGE TOWN**

**Cause No. SC\_\_\_\_\_of 2019**

**BETWEEN:**

**LADYGATE PROPERTIES LTD.**

**AND**

**JOAVHON MYLES and SAMANTHA PHILLIPS**

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**EXHIBIT 1**

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**THIS LEASE is made the 18<sup>th</sup> August 2016.**

**BETWEEN**

**LADYGATE PROPERTIES LTD  
PO BOX 10229 GRAND CAYMAN, KY1-1002  
(Hereafter called 'the Landlords' which expression shall  
include their assignees and successors in title).**

**AND**

**Joahvon Myles & Samantha Phillips  
PO BOX 2389, KY1-1105, GRAND CAYMAN  
BWI (hereinafter called 'the Tenants')  
OF THE OTHER PART**

**WHEREBY:**

- 1) The Landlord agrees to let and the Tenants agree to take the Unit Number 14 Lemon Breeze, 393 Marina Drive, Prospect, Grand Cayman (hereinafter called 'the Premises') together with the furniture and fixtures set out in the annexed inventory and together with the right for the tenants, their servants and guests the right to pass and re-pass over the driveways and parking spaces and Common property appurtenant to the Premises to hold onto the tenants for the term of 12 months commencing on the 19th August 2016 payable in 12 equal installments of \$1,250 payable monthly in advance on the 20th day of each month. The lease completion date is the 20<sup>th</sup> August 2017.

In addition the Tenants have paid to the Landlord the sum of C\$1,250 representing the security deposit (\$625 PAID the remaining \$625 to be paid with the next month's rent in September rent), which sum shall be held by the Landlord as security for the due performance by the Tenants of their obligations hereunder and subject thereto shall be repaid to the Tenants at the end of the term hereby created.

- 2) The Tenants hereby agree with the Landlord as follows:

1. To pay the reserved rent on the days and in the manner aforesaid and that if the reserved rent shall remain unpaid for a period in excess of 5 days after it is due then the Landlord shall be entitled to recover an additional charge of C\$30.00 on account of administrative and recovery costs for each day that the rent shall remain outstanding after the due date. If Tenant's check is dishonored, all future payments must be made by money order or cashier's check. Dishonored checks will be subject to \$50 charge as additional rent. Time is of the essence.

2. The security deposit shall be held to the end of the term of the lease to indemnify the Landlord for any lost items or damages to the premises (fair wear and tear accepted). After such damages are deducted, the remainder shall be returned to the tenant.
3. At no time during the said term of the lease shall the security deposit be used for the payment of monthly rent.
4. The security deposit shall become forfeit should the tenant voluntarily vacate the premises without the written consent of the Landlord prior to the expiration of the term of the lease.
5. If the Tenant wishes to vacate the premises during the term of the lease, it is the Tenant's responsibility to find a suitable replacement Tenant. Any new Tenant must be approved in writing by the Landlord and a new lease issued. A full inventory and inspection check will be conducted prior to any new Tenant taking occupancy and the security deposit reconciled with the existing Tenant. The new Tenant will be responsible for providing their own security and water deposits at the commencement of their lease. If no new Tenant is in place, the existing Tenant will be liable for the balance of the lease.
6. Lease renewals may be negotiated prior to lease termination date. Either party may terminate this agreement at the end of the term by giving the other party thirty (30) days written notice prior to the end of the term, but if no written notice is given by either party, then the agreement will be extended on a month-to-month basis with all terms remaining the same until terminated by either party upon thirty (30) days written notice. Failure of the Tenant to give written notice of intent to terminate by the first day of the last monthly rent period or any month to month rental periods will obligate the Tenant to a full month rent for the following fully monthly period. If Tenant fails to vacate after the initial term or any successive consensual periods after termination, Tenant shall additionally be held liable for holdover (double) rent.
7. Not to assign, underlet, share or part with the possession of the premises or any part thereof or take in lodgers without the prior written consent of the Landlord. Maximum occupancy of the unit is 1 person including children. Guests remaining for a period of more than 21 days must have prior written consent from the Landlord.
8. Not to use the premises for any purpose other than for residential purposes as a single private dwelling.

2. Should the Premises be destroyed or damaged through fire, act of God, nature or accident so as to render the same or any part thereof unfit for use and occupation the rent for the same shall cease in proportion to such damage until the Premises shall have been restored to its former condition. In the event of total destruction of the Premises either party shall be at liberty to determine the term hereby created giving the other party one months notice in writing to that effect. The Tenant hereby waives all claims against the Landlord for any damages suffered by same.
3. The Landlord may determine this tenancy and re-enter upon the Premises in the event of any portion of the rent hereby reserved being in arrears for five (5) days (whether formally demanded or not) or in the event of the Tenants becoming insolvent.
4. Notwithstanding any other provision of this Lease the Landlord shall be entitled to terminate this tenancy by giving 31 days notice in writing to the Tenants whereupon the Tenants shall give vacant possession of the Premises to the Landlord prior to the expiry of the said notice.
5. To give 60 days written notice of any rent reviews.
6. Words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number and vice versa and words importing persons shall include corporations and firms.
7. Any stamp duties and registration fees consequent upon the execution hereof shall be borne by the Tenants.
8. All covenants and agreements on the part of the Tenants shall be deemed to be joint and several.
9. Any notice or communication under or in connection with this lease shall be in writing and shall be delivered personally, or by post or fax:

**To the Landlord at:**

Ladygate Properties Ltd  
PO Box 10229, Grand Cayman, KY1-1002

Phone: Eamon McErlean - 916 5446

Email: jordhugo@candw.ky

9. At any time during the said term upon reasonable notice and at reasonable times of the day to permit the Landlord or the Landlord's agents to enter the Premises for the purpose of showing the property to prospective purchasers or examine the condition thereof or doing any necessary repairs and for any other purposes deemed expedient by the Landlord. In case of emergency, Landlord and its agent if any at their discretion may enter at any time, without notice to Tenant, to protect life and/or prevent damage to Premises. Landlord may enter the Premises to show Premises at any time, Landlord or its agent if any will attempt to notify Tenant, but have no obligation to do so.
10. Not to store or bring upon the Premises any articles of a noxious, combustible or dangerous nature.
11. Not to do or permit or suffer to be done anything by reasons whereof the present or any future policy of insurance against fire on the buildings of which the Premises form part may be rendered void or voidable or whereby the rate of premium thereon may be increased and to repay to the Landlord all sums paid by way of increased premium occasion by any breach of the provision of this clause and to indemnify the Landlord with respect to any breach of this covenant.
12. Not to do or permit or suffer to be done on the Premises anything which in the opinion of the Landlord may be a nuisance or annoyance to or in any way interfere with the quiet comfort of the Landlord or any occupant of any neighboring apartment.
13. To repay the cost of water and power as invoiced by the relevant provider on or before the due date.
14. Throughout the term to keep the Premises and the fixtures and fittings therein in good and tenantable repair and condition (fair wear and tear excepted) and to replace all damaged or lost items and effect repair to all dilapidations.
15. Tenant shall make or cause to be made at Tenant's expense all other minor repairs such as locks and keys, screen damage, broken windows, smoke alarm batteries, loose screws, bulb/fuse replacement. Tenant is responsible for all minor repairs of \$50 or less after accepting the property. Any repair over \$50.00 is the total responsibility of the Landlord, unless caused by Tenant's negligence, in which case would become the Tenants sole responsibility. Tenant shall be fully responsible for Smoke Alarms and agrees to test maintain and repair at Tenant's expense.
16. Not without the previous written consent of the Landlord to make or permit any alteration to the exterior or interior of the Premises.

**To the Tenant:**


Joahvon Myles & Samantha Phillips  
PO BOX 2389, KY1-1105, GRAND CAYMAN

Phone: 325-5757/927-3890

Email: [joahvonmyles@yahoo.com](mailto:joahvonmyles@yahoo.com)

Or at such other address as the recipient may have notified to the other party in writing. Proof of posting or dispatch shall be deemed to be proof of receipt.

- (a) in the case of a letter, on the seventh day of posting.
- (b) in the case of a fax on the day immediately following the date of dispatch.

Signed by:		
	<b>Ladygate Properties Ltd</b>	<b>The Tenant</b>
Witness		
Date:	<u>19/08/16</u>	<u>8/19/2016</u>

**Payment of Rent**

Rent payments should be lodged at Fidelity Bank. The bank has 2 locations, at Dr Roys Drive in central George Town and 'The Fidelity Financial Centre' located at the mini roundabout on West Bay Road. When making your lodgement, please deposit to Ladygate Properties Ltd (A/C # 10001050) and explain that you are making a bill payment.

It is helpful to know that the sub-branch at 'The Fidelity Financial Centre' is open to 6.00pm Mondays to Fridays.

We in turn receive this as confirmation of your rent having been paid. Please also retain the receipt slip given to you by the bank teller for your future reference.

**Utilities, Cable & Wireless & Weststar**

In order to set up any of the above, you will need to take a copy of this lease to the relevant provider and give them the following address details of the property: Apartment Number 14, Lemon Breeze, 393 Marina Drive, Prospect, Grand Cayman, Block 24E, Parcel 262.

**IN THE SUMMARY COURT AT GEORGE TOWN**

**Cause No. SC\_\_\_\_\_of 2019**

**BETWEEN:**

**LADYGATE PROPERTIES LTD.**

**AND**

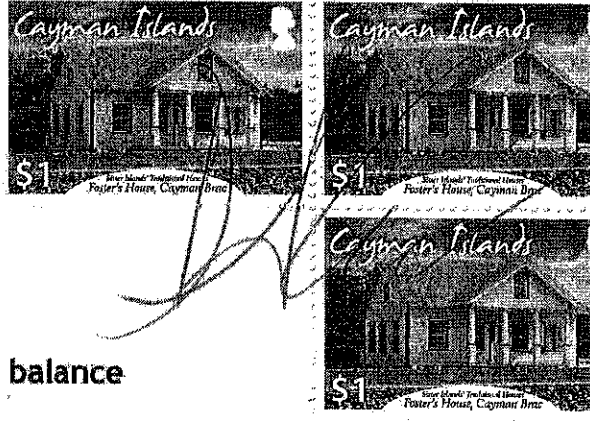
**JOAVHON MYLES and SAMANTHA PHILLIPS**

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**EXHIBIT 2**

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PROMISSORY NOTE



Agreed amount of Debt: CI\$4,621.00

Interest at a rate of 1% per month on the outstanding balance

Dated: <sup>June</sup> ~~May~~ 5, 2017

FOR VALUE RECEIVED, the undersigned, Joahvon Myles (the "Maker"), resident in the Cayman Islands of P.O. Box 2389, Grand Cayman, KY1-1105, Cayman Islands, HEREBY promises to pay to Ladygate Properties Ltd. (the "Payee"), c/o Property Management Services. of P.O. Box 31229, Grand Cayman, KY1-1205, Cayman Islands on the following terms:

1. The total principal sum of CI\$4,621.00 shall be payable by the Maker to the Payee by way of monthly instalments of CI\$400.00 due on or before the 1<sup>st</sup> day of each month with the first instalment due by 5pm on June <sup>20</sup> 2017. Subsequent payments shall be made by 5pm on the 1<sup>st</sup> of each month thereafter until all sums due pursuant to the promissory note have been paid in full.
2. The Maker understands that the aforementioned payments are to satisfy the outstanding arrears of monthly rent and charges as per the Lease agreement dated August 18, 2016.
3. All payments of principal shall be payable at par in lawful currency of the Cayman Islands. Payments made by cheque or banker's draft should be made three (3) working days prior to the 1<sup>st</sup> of each month. Payments made in cash or by standing order shall be considered cleared funds on the day they are made.

4. The calculation of interest will be made at 5pm on the last day of each month and is calculated at 1% of the outstanding balance at that time, and is therefore compounding interest, which is reduced in line with the reduction of the outstanding balance.
5. There shall be no penalty for early repayment in full of the principal due at the time of such repayment of the balance due.
6. The principal amount of this Note represents an aggregate of amounts of existing indebtedness that the Maker freely admits are due and owing to the Payee and/or its affiliates and related entities as of the date thereof. In the event that any payment of principal and/or interest is not actually received by the Payee on or prior to the respective due date, the Maker agrees to pay the Payee a late charge of C\$25.00 per day on such delinquent amount until paid or such lesser amount as shall be permitted by law.
7. All amounts received for payment of the Note shall be first applied to any expenses due to Payee under this Note, then to the reduction of principal.
8. In the event that any payment of principal is not paid within seven (7) days of its due date hereunder or in the event of commencement by or in respect of the Maker of bankruptcy proceedings (whether voluntary or compulsory), all unpaid amounts evidenced by the Promissory Note, at the option of the Payee, shall immediately become due and payable, without demand or notice. Failure to exercise this option shall not constitute a waiver of rights to exercise the same in the event of ongoing or subsequent default.
9. All costs and expenses of collection (including all legal fees) will be recoverable on a full indemnity basis from the Maker. All accrued legal fees will be due and payable upon making of the last monthly payment.

10. The Payee at his discretion transfer this Promissory Note to a third party without consent from the Maker.
11. Every notice or demand hereunder shall be in writing and may be given or made by personal delivery, letter by regular post, email or fax. Every notice or demand shall be given to the Maker at:

Joahvon Myles  
PO Box 2389  
Grand Cayman  
KY1-1105  
Cayman Islands

To the Payee at:

Property Management Services  
c/o BDO CRI (Cayman) Ltd.  
PO Box 31229  
Grand Cayman  
KY1-1205  
Cayman Islands


Or at such alternative address or fax number as one party may notify to the other in writing. Notice or demand shall be deemed to have been received, in the case of a fax / email, at the time of dispatch thereof and, in the case of a letter, 3 days after posting of the same by prepaid first class mail.

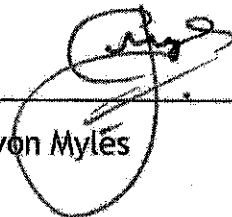
12. If any paragraph or other portion of this Promissory Note should for any reason be ruled invalid or unenforceable by any court or authority of competent jurisdiction, then such provision shall be deemed to be a separate, distinct and independent provision, and such ruling shall not affect the validity of the remaining paragraphs or other portions of this Promissory Note.
13. The Maker acknowledges that he was advised of his legal right to seek independent legal advice with respect to the terms of this Promissory Note.

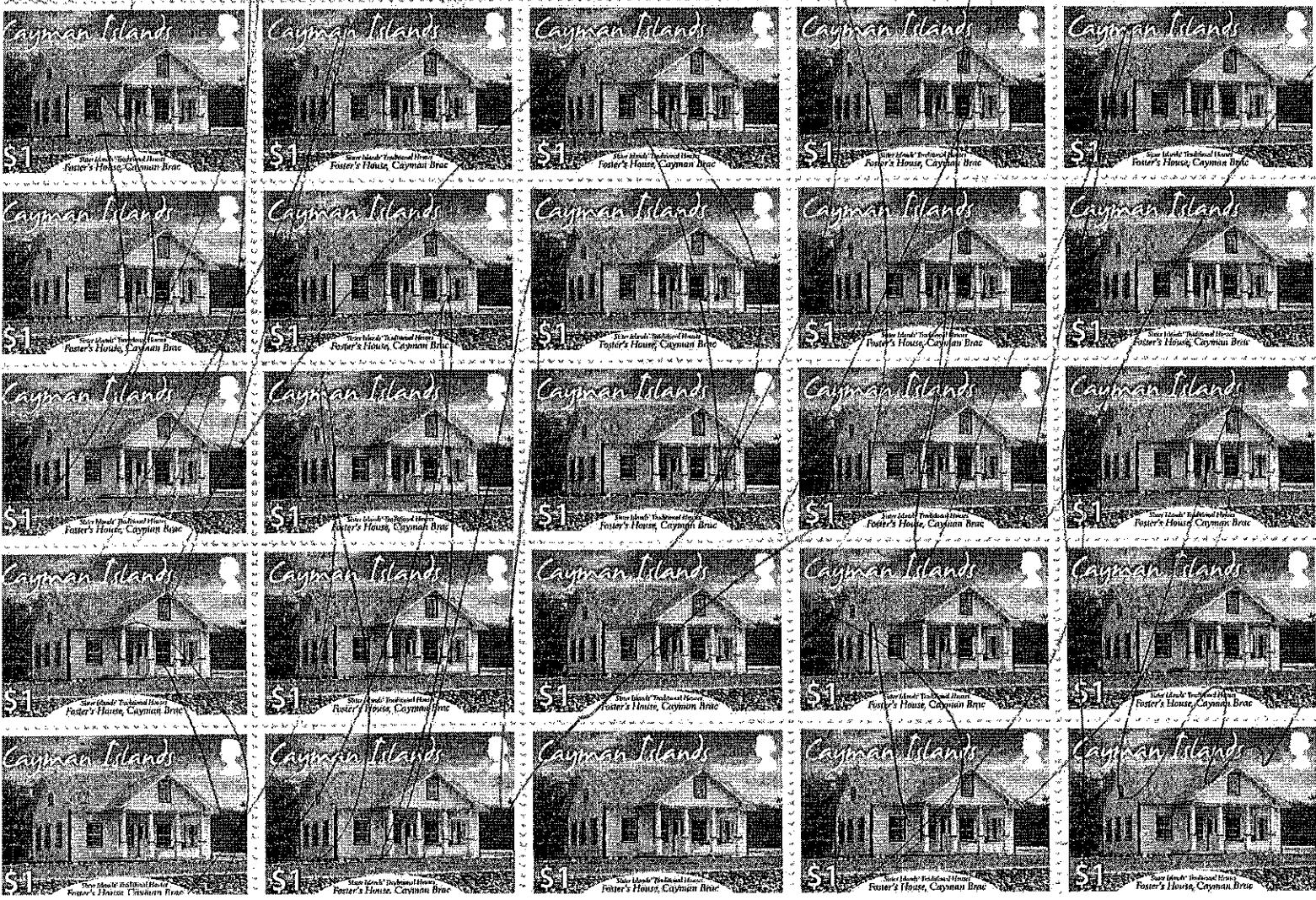
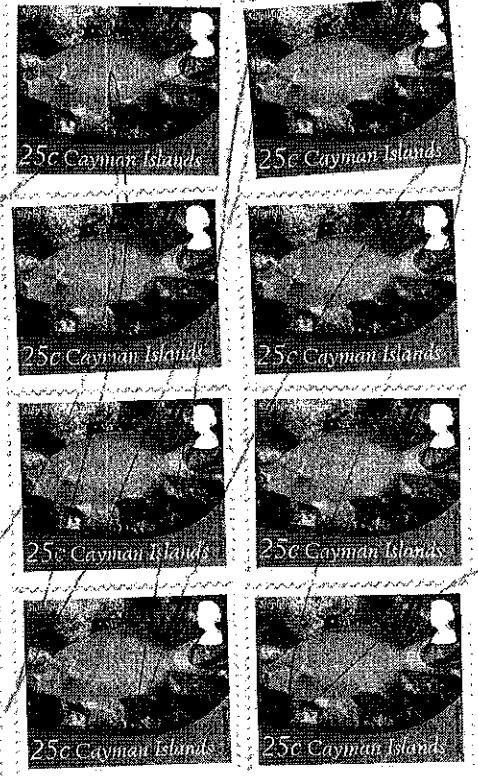
14. This Promissory Note shall be governed and construed in accordance with the laws of the Cayman Islands and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Maker and the Payee hereby consent to the exclusive jurisdiction of the Courts of the Cayman Islands. The Maker hereby waives the right to interpose any defence, set-off or counterclaim in any litigation arising out of this Promissory Note.

SIGNED BY JOAHVON MYLES

In the presence of:

  
\_\_\_\_\_  
Witness 5 June 17

  
\_\_\_\_\_  
Joahvon Myles 5/6/17



**IN THE SUMMARY COURT AT GEORGE TOWN**

**Cause No. SC \_\_\_\_\_ of 2019**

**BETWEEN:**

**LADYGATE PROPERTIES LTD.**

**AND**

**JOAVHON MYLES and SAMANTHA PHILLIPS**

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**EXHIBIT 3**

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<b>Joahvon Myles as at June 30, 2019</b>				<b>RATE 1%</b>
<b>Month</b>	<b>Payment</b>	<b>Net Balance</b>	<b>Monthly Interest</b>	<b>Gross Balance</b>
Opening	\$ -	\$ 4,621.00	\$ -	\$ 4,621.00
20-Jun-17	\$ 400.00	\$ 4,221.00	\$ -	\$ 4,221.00
30-Jun-17	\$ -	\$ 4,221.00	\$ 42.21	\$ 4,263.21
31-Jul-17	\$ -	\$ 4,263.21	\$ 42.63	\$ 4,305.84
21-Aug-17	\$ 800.00	\$ 3,505.84	\$ -	\$ 3,505.84
31-Aug-17	\$ -	\$ 3,505.84	\$ 35.06	\$ 3,540.90
30-Sep-17	\$ -	\$ 3,540.90	\$ 35.41	\$ 3,576.31
31-Oct-17	\$ -	\$ 3,576.31	\$ 35.76	\$ 3,612.07
28-Nov-17	\$ 400.00	\$ 3,212.07	\$ -	\$ 3,212.07
30-Nov-17	\$ -	\$ 3,212.07	\$ 32.12	\$ 3,244.19
31-Dec-17	\$ -	\$ 3,244.19	\$ 32.44	\$ 3,276.64
10-Jan-18	\$ 400.00	\$ 2,876.64	\$ -	\$ 2,876.64
31-Jan-18	\$ -	\$ 2,876.64	\$ 28.77	\$ 2,905.40
28-Feb-18	\$ -	\$ 2,905.40	\$ 29.05	\$ 2,934.46
31-Mar-18	\$ -	\$ 2,934.46	\$ 29.34	\$ 2,963.80
30-Apr-18	\$ -	\$ 2,963.80	\$ 29.64	\$ 2,993.44
31-May-18	\$ -	\$ 2,993.44	\$ 29.93	\$ 3,023.37
5-Jun-18	\$ 400.00	\$ 2,623.37	\$ -	\$ 2,623.37
30-Jun-18	\$ -	\$ 2,623.37	\$ 26.23	\$ 2,649.61
31-Jul-18	\$ -	\$ 2,649.61	\$ 26.50	\$ 2,676.10
31-Aug-18	\$ -	\$ 2,676.10	\$ 26.76	\$ 2,702.86
30-Sep-18	\$ -	\$ 2,702.86	\$ 27.03	\$ 2,729.89
31-Oct-18	\$ -	\$ 2,729.89	\$ 27.30	\$ 2,757.19
30-Nov-18	\$ -	\$ 2,757.19	\$ 27.57	\$ 2,784.76
31-Dec-18	\$ -	\$ 2,784.76	\$ 27.85	\$ 2,812.61
31-Jan-19	\$ -	\$ 2,812.61	\$ 28.13	\$ 2,840.74
28-Feb-19	\$ -	\$ 2,840.74	\$ 28.41	\$ 2,869.14
31-Mar-19	\$ -	\$ 2,869.14	\$ 28.69	\$ 2,897.84
1-Apr-19	\$ -	\$ 2,897.84	\$ 28.98	\$ 2,926.81
1-May-19	\$ -	\$ 2,926.81	\$ 29.27	\$ 2,956.08
1-Jun-19	\$ -	\$ 2,956.08	\$ 29.56	\$ 2,985.64
	<b>\$ 2,400.00</b>	<b>\$ 2,956.08</b>	<b>\$ 764.64</b>	<b>\$ 2,985.64</b>

**IN THE SUMMARY COURT AT GEORGE TOWN**

Cause No. SC \_\_\_\_ of 2019

**BETWEEN:** LADYGATE PROPERTIES LTD.

Plaintiff

**AND:** JOAVHON MYLES and SAMANTHA PHILLIPS

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1. State Defendant's name and address -

Joavhon Myles & Samantha Phillips  
PO Box 2389  
Grand Cayman KY1-1105

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 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, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.