

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2021

BETWEEN:

ROBERT AND SALLY ELLISON

PLAINTIFFS

AND

STEVE MCFIELD trading as A. STEVE
MCFIELD & ASSOCIATES

DEFENDANT

PLAINT

TO:

Steve McField & Associates
Suite D2, 10 Huldah Avenue
Cayman Business Park
P.O. Box 680
Grand Cayman KY1-1107



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, P.O. Box 495, 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 *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 any further notice to you.

Issued this 2nd day of March 2021

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiffs are the registered owners of property situated at Cayman Business Park Suite D2, Grand Cayman.
2. The Defendant is an attorney carrying on business at Cayman Business Park Suite D2, Grand Cayman.
3. The Plaintiffs through their agent Rainbow Realty Ltd entered into an agreement with the Defendant on 27th February 2008 for the lease of premises situated at Cayman Business Park Suite D2 Grand Cayman for a period of 2 years, for rental payment of 36,000KYD to be paid in installments of 1,500KYD per month on the first day of each month.
4. Upon the expiration of the fixed term of the lease, the lease was subsequently extended by agreements dated 21st January 2010, 4th January 2011, 15th February 2012 and 6th February 2013.
5. The agreement entered into on 6th February 2013 commenced on 1st March 2013 for a period of 12 months with the option to renew thereafter upon agreement of both parties.
6. Upon the expiration of the agreement entered into on 6th February 2013 the tenancy continued on a periodic tenancy in the same rental amount of 1,500KYD per month.
7. The rent payable by the Defendant remains 1,500 KYD.
8. In breach of the agreement, the Defendant has failed to pay rent in accordance with the statement of outstanding amount, a copy of which is annexed hereto.
9. By reason of said breaches of the agreement, the Plaintiff has suffered loss and damage.

PARTICULARS OF LOSS

The total sum of arrears as at 1st March 2021 is 10,155.00KYD.

10. The Plaintiffs have made written demands for repayment of the full sum of arrears by letter from their attorneys but the Defendant has consistently failed to repay the outstanding sum in full as demanded.

STATEMENT REGARDING INTEREST:

- (a) The prescribed rate of interest is 2 and 3/8% per annum.
- (b) The date from which interest accrues is from the date of issue of this Plaint
- (c) The amount of interest accruing each day following the issue of this Plaint is 0.66KYD

AND THE PLAINTIFF CLAIMS:

1. Payment of the said sum of 10,155.00KYD;
2. Pre and post judgment Interest on the said sum of 10,155.00KYD in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
3. Costs .

Dated this 2nd day of March 2021



MCGRATH TONNER

Attorneys-at-Law for the Plaintiffs

TO: The Clerk of the Court

AND TO: The Defendant

This PLAINT was issued by McGrath Tonner, Attorneys-at-Law for the Plaintiffs whose address for service and correspondence is 5th Floor Genesis Bldg, Genesis Close, P.O. Box 446, George Town, Grand Cayman, KY1-1106

Statement (CI\$)

Robert Ellison

c/o BCQS Property Management Ltd.

PO Box 871

Grand Cayman, Cayman Islands, KY1-1103

Date
3/1/2021

To:
Steve McField & Associates PO Box 10645 Grand Cayman KY1-1107

		Amount Due (CI\$)	Amount Enc.		
		\$10,155.00			
Date	Transaction	Amount	Balance		
12/31/2019	Balance forward		5,655.00		
01/01/2020	INV #200. Due 01/01/2020. Rent D2 Cayman Business Park	1,500.00	7,155.00		
01/03/2020	PMT #FCIB 1651291.	-3,000.00	4,155.00		
02/01/2020	INV #204. Due 02/01/2020. Rent D2 Cayman Business Park	1,500.00	5,655.00		
03/01/2020	INV #208. Due 03/01/2020. Rent D2 Cayman Business Park	1,500.00	7,155.00		
04/01/2020	INV #212. Due 04/01/2020. Rent D2 Cayman Business Park	1,500.00	8,655.00		
05/01/2020	INV #218. Due 05/01/2020. Rent D2 Cayman Business Park	1,500.00	10,155.00		
06/01/2020	INV #222. Due 06/01/2020. Rent D2 Cayman Business Park	1,500.00	11,655.00		
07/01/2020	INV #226. Due 07/01/2020. Rent D2 Cayman Business Park	1,500.00	13,155.00		
07/09/2020	PMT #1701598cibc.	-6,000.00	7,155.00		
08/01/2020	INV #230. Due 08/01/2020. Rent D2 Cayman Business Park	1,500.00	8,655.00		
09/01/2020	INV #234. Due 09/01/2020. Rent D2 Cayman Business Park	1,500.00	10,155.00		
09/29/2020	PMT #1736347cibc.	-3,000.00	7,155.00		
10/01/2020	INV #238. Due 10/01/2020. Rent D2 Cayman Business Park	1,500.00	8,655.00		
11/01/2020	INV #242. Due 11/01/2020. Rent D2 Cayman Business Park	1,500.00	10,155.00		
12/01/2020	INV #246. Due 12/01/2020. Rent D2 Cayman Business Park	1,500.00	11,655.00		
01/01/2021	INV #250. Due 01/01/2021. Rent D2 Cayman Business Park	1,500.00	13,155.00		
02/01/2021	INV #253. Due 02/01/2021. Rent D2 Cayman Business Park	1,500.00	14,655.00		
03/01/2021	PMT #1739684cibc.	-3,000.00	11,655.00		
03/01/2021	PMT #1739693cibc.	-3,000.00	8,655.00		
03/01/2021	INV #258. Due 03/01/2021. Rent D2 Cayman Business Park	1,500.00	10,155.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due (CI\$)
1,500.00	1,500.00	1,500.00	1,500.00	4,155.00	\$10,155.00

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MCFIELD & ASSOCIATES**

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State 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 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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2021

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 taken or sent to the Courts Office, PO Box 495, George Town, Grand Cayman **within 14 days** of receipt otherwise a default judgment may be entered against you.