



**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. SC of 2022**

**BETWEEN:**

**ALLAN R. WAGNER**

**PLAINTIFF**

**AND:**

**MICHAEL WILLIS**

**DEFENDANT**

**PLAINT**

TO: Michael Willis  
PO Box 1173  
Grand Cayman KY1-1503

**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 28<sup>th</sup> of February 2022

**See overleaf for particulars of the Plaintiff’s claim.**

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4<sup>th</sup> Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: JK/2514)

**PARTICULARS OF CLAIM**

1. By an agreement in writing (the "Tenancy Agreement") dated 26 June 2019 the Plaintiff let to the Defendant the property known as Apartment 4, 147 Marina Drive, Prospect, Grand Cayman (the "Property").
2. The Tenancy Agreement was for a six month term with monthly rent of CI\$1,400.00 payable on the 26<sup>th</sup> day of each month. The Defendant also agreed to a deposit of CI\$1,400.00 as a security deposit. It was also agreed in the Tenancy Agreement that a late fee of CI\$75.00 would be charged if the Defendant failed to pay rent on the agreed date.
3. The Tenancy Agreement was not renewed when it expired in December 2019 as the Defendant was continually in arrears with the rent.
4. On 25 August 2020 the Plaintiff wrote to the Defendant requesting the rent arrears be paid immediately failing which he should vacate the Property by 25 September 2020.
5. On 25 September 2020 the Plaintiff once again wrote to the Defendant requesting the rent arrears, which had now reached CI\$8,400.00, be paid immediately and gave 30 days' notice to vacate the Property.
6. The Defendant vacated the Property in September 2021 with rent arrears in the amount of CI\$16,725.00.
7. In January 2022 the Defendant instructed KSG Attorneys and a demand letter was served on the Defendant on 17 January 2022.
8. The Defendant has failed or refused to pay sums due pursuant to its obligations under the Tenancy Agreement and as set out above and as at 28 February 2022 the particulars of the sums due and owing are as follows:

Month		KYD	Balance
1	Rent - October 2020	\$1,400.00	
	Late Fee - October 2020	\$75.00	
2	Rent - November 2020	\$1,400.00	\$2,800.00
	Late Fee - November 2020	\$75.00	
3	Rent - December 2020	\$1,400.00	\$4,200.00
	Late Fee - December 2020	\$75.00	
4	Rent - January 2021	\$1,400.00	\$5,600.00
	Late Fee - January 2021	\$75.00	
5	Rent - February 2021	\$1,400.00	\$7,000.00

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	Late Fee - February 2021	\$75.00	
6	Rent - March 2021	\$1,400.00	\$8,400.00
	Late Fee - March 2021	\$75.00	
7	Rent - April 2021	\$1,400.00	\$9,800.00
	Late Fee - April 2021	\$75.00	
8	Rent - June 2021	\$1,400.00	\$11,200.00
	Late Fee - June 2021	\$75.00	
9	Rent - July 2021	\$1,400.00	\$12,600.00
	Late Fee - July 2021	\$75.00	
10	Rent - August 2021	\$1,400.00	\$14,000.00
	Late Fee - August 2021	\$75.00	
11	Rent - September 2021	\$1,400.00	\$15,400.00
	Late Fee - September 2021	\$75.00	
	Legal Fees	\$500.00	
		\$16,725.00	

**AND THE PLAINTIFF CLAIMS:**

- a) The said sum of CI\$16,725.00 as monies due and owing.
- b) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff Attorneys-at-Law the total amount claimed of CI\$16,725.00 (together with interest and costs of CI\$500.00) all further proceedings will be stayed.

Dated this 28<sup>th</sup> day of February 2022

Dated this      day of February 2022

**KSG**  
Attorneys for the Plaintiff

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4<sup>th</sup> Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: JK/2514)

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PLAINTIFF

AND:

MICHAEL WILLIS

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE**

1. State Defendant's name and address -

[Empty rectangular box for 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            , 2022

***See Overleaf***

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(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)

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**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.

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