



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

N DR. JOSEPH BONSU-AKOTO

PLAINTIFF

AND

JUAN MANUEL MARTINEZ CARMONA

DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: JUAN MANUEL MARTINEZ CAROMA
Unit #20, 37 Aurora Drive
West Bay
Grand Cayman

THIS SPECIALLY ENDORSED WRIT OF SUMMONS 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 Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this day of September 2022

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is the Registered Proprietor of premises being Registration Section West Bay North West Block 4C Parcel 608-H20 (“The Property”) and was at all material times the Landlord/Owner of the said Property pursuant to an Agreement with the Defendant dated 21st June 2017.
2. The Defendant was at all material times a Resident of the Grand Cayman Island and the Tenant of the Property.
3. The term of the Rental Agreement was that the Defendant would pay rental to the Plaintiff of CI\$1,800.00 per month from the 21st day of June 2017 to October 2017, at which date the parties were to enter into Purchase Agreement whereby the Defendant would purchase the Property from the Plaintiff.
4. On or about the 16th day of October 2017 the Plaintiff, on enquiry, was advised by the Defendant, that he was unable to obtain bank financing to purchase the Property.
5. The Plaintiff on receipt of the said information delivered to the Defendant a Notice to vacate the Property and to settle the arrears of rent, which he had not paid since the agreement between the parties.
6. The Defendant refused to yield the Property to the Plaintiff or to pay the accrued rent and remains in occupation/possession of the same to date.
7. The Plaintiff has since discovered that his signature was forged with the Water Authority whereby the utility was changed into the name of Kedean Kerri—Ann Downer, the girlfriend of the Defendant.
8. Subsequent to the said discovery the Plaintiff served a further Notice of Eviction on the Defendant, but the Defendant continues in occupation of the Property.
9. On the 15th day of January 2020, the Plaintiff gave a further Notice to the Defendants to vacate the Property but again he failed to do so.
10. The Defendant has continued to occupy the Property and have failed to pay any rent in respect of his said occupation since June 2017.
11. In the circumstances the Defendant is indebted to the Plaintiff in respect of the rents due from him to the Plaintiff since 21st day of June 2017 to present and until the date of Judgment herein in consequence of the rental debt remaining due and owing and in the circumstances the Plaintiff has suffered loss and damages:

Particulars of Special Damages

(a) Outstanding Rent from 21 st June 2017 to 21 st September 2022	63 Months at	
	CI\$1,800.00 per month	CI\$113,400.00
63 Interest at 2.38% per annum as of June 21, 2017,		CI\$ 14,169.33
		<u>CI\$127,569.33</u>

Statement Regarding Interest


- a. The prescribed rate of interest from the 21st day of June 2017 to the 21st day of September 2022 is 2.38%
 - b. $1918 \text{ days} / 365 \text{ days/year} = 5.254$
 - c. The interest rate is CI\$7.38 per diem.
12. In the circumstances the Defendants occupy the Property as Trespassers, and the Plaintiff seeks their removal from The Property.

AND THE PLAINTIFF CLAIMS:

- 1. The Principal sum of CI\$113,400.00.
- 2. Interest accrued to date of CI\$14,169.33.
- 3. Interest thereafter at the Statutory rate of 2.38% per annum.
- 4. An Order for Vacant Possession against the Defendant
- 5. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$129,672.65, including interest and costs of CI2,000.00 and remove himself from The Property further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys-at-Law.

Dated this 21st day of September 2022



 Murray & Westerborg
 Plaintiff's Attorneys-at-Law

THIS SPECIALLY ENDORSED WRIT was issued by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is that of his said Attorneys-at-Law, FIS Building (Second Floor, East Wing), 196 Shedden Road, George Town, Grand Cayman.

Acknowledgment of service of writ of summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

BETWEEN DR. JOSEPH BONSU-AKOTO PLAINTIFF
AND JUAN MANUEL MARTINEZ CARMONA DEFENDANT

ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted Or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the appropriate box)

yes

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....
[Attorney] for
[Defendant in person]
Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an Attorney, state the Attorney’s place of business in the Cayman Islands. A Defendant may not act by a foreign Attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, “residence” means its registered office.

Indorsement by Plaintiff’s Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any in the box below:

Murray & Westerborg
Attorneys-at-Law
2nd Floor (East Wing) FIS Building
196 Shedden Road
George Town, Grand Cayman
PO Box 10067, Grand Cayman KY1-1001
Cayman Islands

Indorsement by Defendant’s Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below: