

PARTICULARS OF CLAIM

1. By a tenancy agreement in writing dated 1st August 2022, the Defendant let to the Plaintiff the property known as 50 Pebble Beach Drive, Bodden Town, Grand Cayman, Cayman Islands (the "Property") at the rent of CI\$1,300 payable monthly throughout on the 1st day of each month for a period of six (6) months from 1st August 2022 to 31st January 2023. A copy of the tenancy agreement is annexed hereto.
2. By a supplemental oral agreement, the Plaintiff covenanted with the Defendants to pay a security deposit of CI\$1,200 (the "Sum") to the Defendants, which would be refunded upon the end of the rental period, provided that the Plaintiff did not breach the rental agreement.
3. The Plaintiff complied with the tenancy and oral agreement and paid the sum to the Defendants.

PARTICULARS OF BREACH OF CONTRACT

4. At the end of the tenancy, the Defendant has failed and/or refused to refund the Sum to the Plaintiff without any valid reason.
5. The Defendant instructed KSG Attorneys and a demand letter was served on the Defendant on 2 March 2023.

Statement Regarding Interest

6. The Plaintiff claims simple interest at such a rate as the Court thinks fit on sums found due to the Plaintiff for such periods as the Court orders to the date of judgment or sooner payment pursuant to the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.

AND THE PLAINTIFF CLAIMS:

- 1 The sum of CI\$1,200.

- 2 Interest for such period and at such rate as the court thinks fit pursuant to section 34 of the Judicature Act (2021 Revision).
- 3 Such further and other relief that the Court deems fit.
- 4 Fixed costs of \$500, alternatively costs to be assessed.

Dated this day of September 2023

Filed this day of September 2023



KSG

Attorneys for the Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC____of 2023

BETWEEN:

MARENETH ELIZABETH WATLER

PLAINTIFF

AND:

**1) STEPHEN FRATER
2) KERRI-ANN MILLER FRATER**

DEFENDANTS

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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant’s Signature

Dated this _____ day of _____, 2023

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)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.