



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2023

BETWEEN: ALCOR LIVING LTD PLAINTIFF

AND: JORDAN HENNESSEY SMITH DEFENDANT

PLAINT

TO THE DEFENDANT:

Jordan Hennessey Smith
Formally of 117 Harbour Walk
Edgewater Way
Grand Cayman

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 the service of this Complaint 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, KY1-1106 the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 22nd day of December 2023.

IMPORTANT

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

PARTICULARS OF CLAIM

- 1 At all material times, the Plaintiff was a limited liability company, incorporated and registered under the laws of the Cayman Islands, and the owner of property known as Block 22E, Parcel 445H31 (“the Property”), and more commonly known as Unit 117 Harbour Walk.
- 2 The Defendant is an individual currently residing in the Cayman Islands.
- 3 By the agreement in writing made on 22 June 2023 between the Plaintiff and the Defendant (“the Lease”), the Plaintiff let to the Defendant the Property for a term of 1 year commencing on and including 19 August 2023, at a monthly rent of CI\$2,500.00, payable monthly in advance on the 1st day of each month in accordance with clause 2 (“the Rent”). Clause 9 of the Lease stipulated that the Defendant was responsible for utility costs, namely electricity, water, and internet (“the Utilities”).
- 4 Wrongfully, and in breach of clauses 2 and 9 of the Lease, the Defendant ceased to pay the Rent and Utilities from 1 September 2023 whereby the Plaintiff has suffered loss and damage.
- 5 On 30 November 2023, as a result of his non-payment of sums due under the Lease, the Lease was terminated and the Defendant was evicted from the Property.
- 6 Further and in accordance with clause 2 of the Lease, the Plaintiff is entitled to charge a late payment fee for each day any amount of rent remains unpaid, calculated as prescribed in clause 2 of the Lease. As at 22 December 2023 the late payment fee is CI\$15.00 per day.

PARTICULARS OF LOSS

Date	Item	Amount CI\$
1 September 2023	Rent	2,500.00

Date	Item	Amount CI\$
22 December 2023	Late payment fee (September rent)	575.00
1 October 2023	Rent	2,500.00
22 December 2023	Late payment fee (October rent)	425.00
1 November 2023	Rent	2,500.00
22 December 2023	Late payment Fee (November rent)	270.00
22 December 2023	Utilities – Water	140.22
22 December 2023	Utilities – Internet (Logic)	282.46
22 December 2023	Utilities – Electricity (CUC and AC)	868.38
	Total:	10,061.06

- 7 Furthermore, and in accordance with clause 22 of the Lease, the Plaintiff claims their legal costs to date on an indemnity basis in the sum of **CI\$4,476.28**.
- 8 The Plaintiff will give credit for the deposit sum held of CI\$2,500.00 resulting in a total principal of **CI\$12,037.34** due and owing as at 22 December 2023.
- 9 Further, the Plaintiff seeks and is entitled to interest calculated in accordance with section 34(1) of the Judicature Act (2021 Revision) at the daily rate of CI\$0.78 until judgment or sooner payment calculated as follows:

Amount Outstanding as at 22 December 2023		(A) CI\$12,037.34
Daily Rate	(A X 2.375%/365)	CI\$0.78

THIS PLAINT is issued by Campbells, Attorneys the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: DR/09990-42673)

Total due as at 22 December 2023		CI\$12,037.34
----------------------------------	--	---------------

alternatively pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

AND THE PLAINTIFF CLAIMS:

- (1) Judgment against the Defendant in the sum of CI\$12,037.34;
- (2) Interest at the daily rate of CI\$0.78, as set out in Paragraph 9 above, commencing on 22 December 2023 alternatively at such rate from such date and on such amount as this honourable Court thinks just;
- (3) Late payment fees of CI\$15.00 per day.
- (4) Costs on an indemnity basis; and
- (5) Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$12,037.34** plus further accruing interest, late payment fees, and costs further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.



CAMPBELLS
Attorneys-at Law for the Plaintiff

THIS PLAINT is issued by Campbells, Attorneys the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: DR/09990-42673)

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2023

BETWEEN: ALCOR LIVING LTD PLAINTIFF

AND: JORDAN HENNESSEY SMITH DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant’s name and address -

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

yes no

3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)

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

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 Courts Office, P O Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

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 box 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 or principal 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.

Campbells
Attorneys-at-Law
P.O. Box 884
Floor 4, Willow House
Cricket Square
George Town, Grand Cayman
Ref: DR/09990-42673

Indorsement by defendant's Attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

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 495, 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 installments or otherwise.

See over for notes for guidance

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 his 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.