



ND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC OF 2023

BETWEEN

HUDSON LTD.

PLAINTIFF

AND

McLEAN'S DRUGS LTD.

Trading as Cayman Medical Supply

DEFENDANT

WRIT OF SUMMONS

To: McLean's Drugs Ltd. trading as Cayman Medical Supply

THIS 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 495 GT, 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 to return the Acknowledgement within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of 2023

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and at all material times was an ordinary resident company carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is 40 Beckz Close, George Town, Grand Cayman, Cayman Islands.
2. The Defendant is an ordinary resident company carrying on business as Cayman Medical Supply pursuant to the laws of the Cayman Islands having a registered office at Bodden Corporate Services Ltd. and a mailing address of PO Box 10088, George Town, Grand Cayman, Cayman Islands, KY1-1001.
3. The Defendant leased commercial space pursuant to a Lease Agreement dated 27 March 2018 ("the Lease Agreement"). The terms of the Lease were, *inter alia*, as follows:-
 - a. That the Defendant would lease the Premises for a term of five years ending on 28th February 2023;
 - b. That the Defendant would pay the sum of CI\$5000.00 by way of monthly rent payments due on or before the 1st day of each month;
 - c. That the Defendant would pay late fees on late rent pursuant to clause 8(a) of the Lease.
 - d. That the Defendant would be liable for the Plaintiff's legal and collection fees in the event that the Defendant breached the Lease.
4. In breach of the Lease, the Defendant failed to pay rent in the total amount of CI\$39,500.00 between December 2020 and November 2022 and the Defendant further vacated the Premises prior to the end of the agreed term of the Lease, on or about November 2022, leaving unpaid rent and the Plaintiff has suffered loss and damage as a result.
5. The Defendant owes the Plaintiff CI\$11,250.00 in late fees on the late rent accrued pursuant to the terms of the Lease.

- 6. The Defendant owes the Plaintiff the sum of CI\$2,069.00 for the Landlord's fees and expenses associated with remedying the condition in which the Defendant left the Premises after abandoning the Lease.
- 7. The Defendant paid a security deposit of CI\$5000.00 and after applying that sum to the total owing to the Plaintiff, the Defendant still owes the Plaintiff CI\$46,879.00.
- 8. Accordingly, the Plaintiff claims the principal sum of CI\$46,879.00 pursuant to the Lease.
- 9. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$46,879.00 being the outstanding amount due to the Plaintiff pursuant to the Lease;
- b) Ad valorem fees of CI\$468.79;
- c) Continuing contractual fees and interest;
- d) Such further and other relief as this Court may deem just.

If, within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of CI\$46,879.00 further proceedings will be stayed. The money must be paid to the Plaintiff.

Madsen J.A.

Signature of the Plaintiff

Acknowledgement of service of writ of summons (0.12, 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.

CAUSE NO: OF 20__

BETWEEN: HUDSON LTD. PLAINTIFF
 AND: MCLEAN'S DRUGS LTD. DEFENDANT
 t/a Cayman Medical Supplies

ACKNOWLEDGMENT 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 judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

2. State whether the Defendant intends to contest the proceedings (tick 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 judgment entered by the Plaintiff (tick box)

yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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 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.

HUDSON LTD.
40 BECKZ CLOSE
GEORGE TOWN
GRAND CAYMAN
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.