

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 788 OF 2000

B E T W E E N:

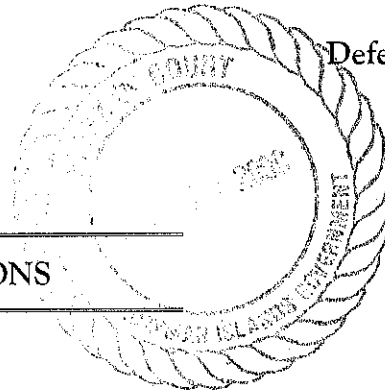
OLGA POUCHIE  
KERNEY POUCHIE (Trading as Lower Duplex)

Plaintiffs

AND

BETTY ANN BECKFORD

Defendant



WRIT OF SUMMONS

To: Betty Ann Beckford of P.O. Box 20 Bodden Town, Grand Cayman

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 the 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 to return the Acknowledgment 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 18 day of October 2000

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.

### STATEMENT OF CLAIM

1. The Plaintiffs are the owners and landlords of a duplex apartments located at #7 Jibe Lane, Genevieve Bodden Road, West Bay, Grand Cayman.
2. The Defendant is a former tenant of the Plaintiffs.
3. The Plaintiffs and the Defendant entered into a rental agreement on 9 February 2000 whereby it was agreed that the Defendant would rent an apartment situated in the Lower Duplex for the period of 12 months commencing on 1 February 2000.
4. By the agreement the Defendant was to pay to the Plaintiffs the sum of \$1,000.00 per month payable on the 1<sup>st</sup> of each month to an account at Cayman National Bank.
5. The Defendant paid the rent for the months of February, March and April as well as a deposit of \$1,000.00, however, she failed to pay the required rent for the months of May, June and July.
6. The Defendant was informed of her delinquency in paying the rent owed for the month of May in a letter dated 19 May 2000.
7. On 10 July 2000 the Defendant was sent written notice informing her that the cheque for May's rent had not cleared through her bank and she was in arrears for the months of May and June.
8. Despite these letters and numerous phone calls by the Plaintiffs the Defendant failed to bring the arrears up to date.
9. A letter dated 17 July 2000 was sent to the Defendant requesting she vacate the apartment within 2 weeks, as the Plaintiffs were unable to extend credit any longer to her. The Defendant vacated the apartment on 24 July 2000.
10. The Defendant was contacted on numerous occasions since that date regarding the monies owed however, despite her promises to do so she has failed to make any payments.
11. The Plaintiffs attorney wrote to the Defendant on 22 August 2000 advising her of the amount owed and demanded payment within 14 days of receipt of the letter. As to date the Defendant has failed to respond to the demand letter.

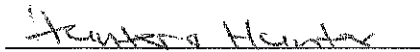
12. The Plaintiffs therefore claims for the sum of CI\$2,000.00 for rent for the months of May and June 2000 and \$750.00 for the three weeks of occupancy for the month of July, plus \$60.00 for bank charges which was incurred by the Plaintiff for returned cheques this brings a total of CI\$2,810.00.
13. The deposit of \$1,000.00 was used by the Plaintiffs to pay for outstanding amounts on utilities bills totalling \$758.91. This left a balance of \$241.09. This amount along with the sum of CI\$200.00 which was paid by the Defendant on 11 July 2000 has been credited to the amount which is presently owed.

**AND THE PLAINTIFFS CLAIMS:**

1. The Principal sum of CI\$2,368.91
2. Interest at a rate of 8% at a daily rate of \$0.52 from 18 October 2000 until judgement or payment
3. Costs to be assessed plus filing fees of the Writ of \$150.00

If within the time for the returning of the Acknowledgement of Service the Defendant pays the total amount claimed of \$2,368.91 and interest at the rate aforesaid calculated up to the date of payment and costs plus filing fees further proceedings will be stayed.

Monies must be paid to the Plaintiffs or their Attorney.



**Hunter & Hunter**

This Writ was issued by Hunter & Hunter, Attorneys at Law for Plaintiff, whose address for service is P.O. Box 190, George Town, Grand Cayman. Ref: (ZM/08423.001)

## 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 Plaintiffs (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 Plaintiffs 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*

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ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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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.

*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 plaintiffs' Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Hunter & Hunter The West Wind Building, Second Floor PO Box 190 GT Grand Cayman Cayman Islands  Ref. ZM/08423.001
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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