

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 270 OF 2002

BETWEEN:

HERMAN WILKINSON

PLAINTIFF

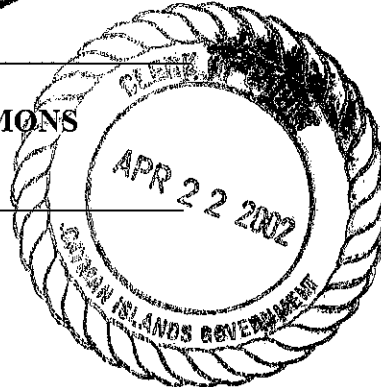
AND:

GALE ELLIOTT

DEFENDANT



WRIT OF SUMMONS



TO THE DEFENDANT:

Gale Elliott  
C/O Grand Court Office  
George 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 495 G.T., George Town, Grand Cayman, the accompanying Acknowledgment 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 22nd day of April 2002**

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.

## INDORSEMENT OF CLAIM

The Plaintiff (landlord) and the Defendant entered into a Tenancy Agreement dated 14<sup>th</sup> September 2001 in respect the Plaintiff's property situated at and known as 32 Lake Forest Drive, George Town, Grand Cayman, at a monthly rent payable by the Defendant to the Plaintiff his servants or agents in the sum of CI\$1,500 due on the first day of each month. Further, the Defendant was to be responsible for the utility bills accruing during the currency of the said tenancy. The tenancy commenced on 1<sup>st</sup> September 2001 and was for the duration of one year.

In breach of the above mentioned condition of the Tenancy Agreement the Defendant failed to pay any rent for the entire duration of her tenancy vacating the premises on or about the end of January 2002. By agreement between the Plaintiff and Defendant upon the Defendant failing to pay the first month's rent, the Plaintiff applied the security deposit in the sum of CI\$1,500 against the September 2001 rent.

The Plaintiff seeks damages for breach of the said Tenancy Agreement as follows:

1. CI\$7,500 rent arrears for five months rent;
2. CI\$84.55 Water Authority bill and late charges;
3. CI\$149.84 CUC bill; and
4. Dilapidations to be assessed

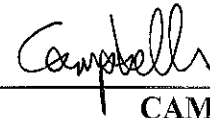
## STATEMENT REGARDING PRESCRIBED INTEREST

The Plaintiff claims interest from 31st January 2002 at the rate as varied from time to time by the Judgment Debts (Rates of Interest) Rules, 1995.

### AND the Plaintiff Claims:

- 1) Damages for breach of contract
- 2) Pre and post-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision)
- 3) Costs to be assessed

**Dated this 22<sup>nd</sup> day of April 2002**



\_\_\_\_\_  
**CAMPBELLS**  
**Attorneys at Law for the Plaintiff**

**To: The Clerk of the Court  
The Defendant**

THIS WRIT was filed by Messrs CAMPBELLS, Attorneys at Law for the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Scotiabank Building, George Town, Grand Cayman, Tel : 949 2648; Fax 949 8613





## 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 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.