



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 823 OF 2002

B E T W E E N:

YVONNE STURM  
DIETER STURM

Plaintiff

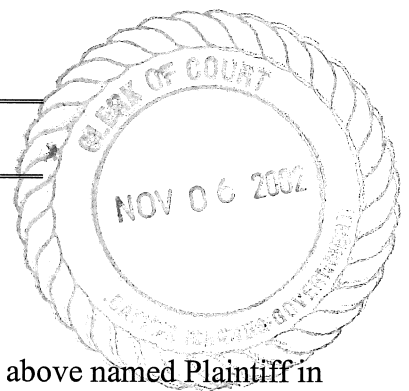
AND

BRIAN DOUGHERTY

Defendant



WRIT OF SUMMONS



TO: Brian Dougherty

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 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: 4 November 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.

## STATEMENT OF CLAIM

1. The Plaintiff's are the registered proprietors of premises described locally as Unit #115 Treasure Island Condominiums, located in Grand Cayman, Cayman Islands.
2. The Defendant, Brian Dougherty, was a tenant of the Plaintiffs, pursuant to a written lease.
3. By written lease agreement dated December 2000, entered into between the Defendant and the Plaintiffs, by their agent Deborah Myers, the Defendant agreed to lease the premises from 1 December 2000 through 30 November 2001. By operation of law as set out in the Registered Land Law (1995 Revision), any occupation of the premises after the expiration of the term was deemed to be as a periodic tenancy.
4. The terms of the written lease included as follows:
  - a. Monthly Rent was US\$2300;
  - b. Late fees would be charged of C\$5.00 (US\$5.95) per day for each day following the fifth day of the month that the rent was due.
  - c. Defendant would pay all water sewage and trash charges;
  - d. Defendant would be responsible for all damage and loss of content of the property subject to reasonable wear and tear.
  - e. Defendant would pay all legal fees and expenses incurred by the Plaintiffs in relation to any steps required resulting from his default of the terms of the lease.
5. The Defendant did occupy and use the premises from 1 December 2000 through to his abandonment of the property in December 2001. The Defendant continued to occupy the premises after the expiration of the term and, accordingly, the tenancy became a periodic tenancy pursuant to the provisions of the Registered Land Law (1995 Revision) and subject to the notice of termination provisions of that law.
6. The Defendant failed to provide notice pursuant to the Registered Land Law and therefore is liable in law for rental payments due for the month of January 2002 following his abandonment of the property. The Plaintiffs were unable to lease the property until February 2002.
7. The Plaintiffs have incurred the following costs and expenses as a result of the Defendant breaching each of the terms set out in paragraph 4 a. – d., above and, accordingly is liable to the Plaintiffs as follows:

a. Rent payments:

November 2001	US \$481.40
December 2001	2,300.00
January 2002	<u>2,300.00</u>
Total Rent	\$5,081.40

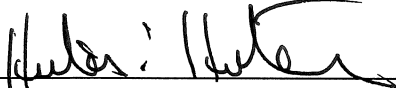
b. <u>Late fees pursuant to the lease:</u>	
October 2001	US\$189.02
November 2001	189.02
December 2001	189.02
January 2002	<u>189.02</u>
Total late fees	\$756.08
c. <u>Unpaid water/sewage/trash charges</u>	
October 2001	US\$405.40
November 2001	414.10
December 2001	<u>520.50</u>
Total unpaid water/sewage/trash	\$1,340.00
d. <u>Damage to property:</u>	
Broken tiles	US\$230.00
Upholstery cleaning	120.00
Labour & Materials for Miscellaneous Repairs	<u>450.00</u>
Total property damage	\$800.00
e. <u>Missing inventory:</u>	
Glassware	US\$25.00
Pots/pans	45.00
Silverware	25.00
Dishes	26.00
Shower curtain	30.00
Bedding	<u>130.00</u>
Total missing inventory	\$281.00
f. Legal Fees and expense to issuance of proceeding	
	US\$1200.00
<b>GRAND TOTAL:</b>	<b>US\$9458.48</b>

7. The Plaintiffs applied the security deposit of \$2,300 held by them, leaving a principal sum due to the Plaintiffs by the Defendant of US\$7258.48.
8. Pursuant to the stated agreement, the Defendant agreed to pay all attorneys' fees and court costs for any failure by him to comply with the terms of the lease, and, as of the date of the commencement of this proceeding, the Plaintiffs have incurred and claim against the Defendant the sum of \$1200. Costs following the commencement of the proceeding are also claimed in accordance with the lease agreement, and, alternatively, the Court Costs Rules (2001).
9. The Plaintiffs also claim interest on the sums due in accordance with the Judicature Law (1995 Revision) from the last date of loss, being 31 January 2002.
10. As a result of the above, the Plaintiffs are entitled to their relief claimed herein.

AND THE PLAINTIFF claims:

1. US\$7258.48;
2. Pre-judgment interest of US\$194.60 calculated to the commencement of the proceeding (4 November 2002) on the principal sum of \$6,058.48 (total damages less legal fees claimed) calculated pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as prescribed from time to time.
3. Pre and post-judgment interest from 5 November 2002 upon the said principal pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as prescribed from time to time; and
4. Costs after the commencement of the proceeding at an indemnity or, alternatively, standard basis.
5. Such further and other relief as this Honourable Court deems just.

Dated: November 2002

  
\_\_\_\_\_  
Hunter & Hunter  
Attorneys-at-Law for the Plaintiff

### **INDORSEMENT**

The amount claimed in respect of the debt or demand is US\$7258.48 as principal and US\$194.60 as interest until the issue of the writ of summons for a total amount of US\$7453.08. The amount of the costs is US\$1200.00 and the costs of issuing the Writ of Summons is CI\$150. If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiffs or their attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the Plaintiffs or to their attorneys-at-law.

### **INTEREST INDORSEMENT**

Pursuant to Order 6(2) (f)

1. Prescribed rate of interest during the entire period of the claim is 4.25 percent per year.
2. The date from which interest accrues is 31 January 2002.
3. The total interest claimed as of the date of the issuance of the date of Writ of Summons is US\$194.60.
4. The amount of interest accruing each day following the issuance of the Writ is US\$0.70.

THIS WRIT OF SUMMONS was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (WAS/09513.001)

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgement 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 GT, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 of "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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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 Acknowledgement 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.

B E T W E E N:

YVONNE STURM  
DIETER STURM

Plaintiff

AND

BRIAN DOUGHERTY

Defendant

---

---

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 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

---

Service of the Writ is acknowledged accordingly

---

(signature)

[Attorney] for Defendant

Address for service:

**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.*

Hunter & Hunter  
Attorneys-at-Law  
The Huntlaw Building  
75 Fort Street  
P.O. Box 190 GT  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
(WAS/09513.001)

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

[Empty box for Defendant's Attorney indorsement]