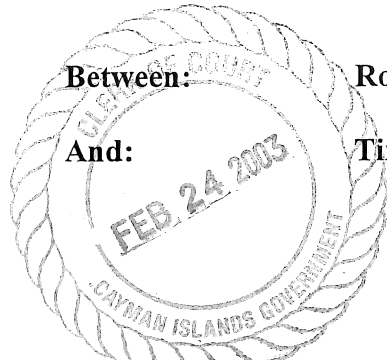


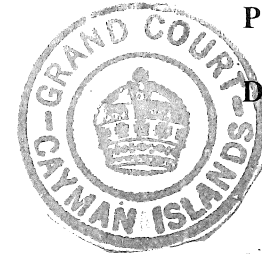
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>103</sup> OF 2003



**Between:** Roberta Watler

**And:** Tina Bush



**Plaintiff**

**Defendant**

**WRIT OF SUMMONS**

**TO:** Tina Bush of Walkers House, 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 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 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 24<sup>th</sup> day of February 2003.

NOTE – This Writ 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. By a rental agreement dated 19<sup>th</sup> March 2001 (“the Agreement”) the Plaintiff leased to the Defendant those premises known as Parcel 60 of Block 32B of the Lower Valley Registration Section.
2. The Agreement (which shall be referred to at the trial hereof for its full terms and effect) provided that the tenancy would be for 1 year and 9 days commencing 23<sup>rd</sup> March 2001 and ending on the 31<sup>st</sup> March 2002 and that during that period the rent would be CI\$1,500.00 per month payable in advance on or before the first day of each month.
3. The Defendant could terminate the Agreement on 30 days notice in writing.
4. By reason of paragraph 10 of the Agreement the Defendant covenanted to keep the premises and the furniture and furnishings within the premises in good and tenantable repair and deliver up the same at the termination of the tenancy in the same order and condition as they were at the commencement of the tenancy save for fair wear and tear.
5. It was a further term in the Agreement that if any legal action was brought by either party to enforce the terms of the Agreement or relating to the said premises the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney’s fees.
6. In August 2001 the Defendant defaulted in the payment of the rent. Formal demand for payment of the outstanding rent was made by a letter dated 29<sup>th</sup> October 2001. The Defendant has not, at any time, given notice of her intention to terminate the Agreement.

7. On or about 5<sup>th</sup> November 2001 the Plaintiff exercised the right reserved to her under the Agreement to re-enter and take possession of the Property on the ground that the rent was in arrears for more than 15 days.
8. The Plaintiff discovered that considerable damage had been done to the Property and it was not in a habitable state. The Plaintiff incurred expense in cleaning the premises and in repairing furniture and appliances.
9. In the premises the Defendant is in breach of the terms of the Agreement and the Plaintiff has thereby suffered loss.

#### **Particulars of Loss**

1. Arrears of rent (2 months)	CIS\$3,000.00
2. Ceiling fans	CIS 69.99
3. Furniture repairs	CIS 512.00
4. Unpaid electricity bill	CIS 289.33
5. Repair and cleaning of upholstery	CIS\$1,510.00
6. General cleaning costs	CIS 500.00
7. Legal fees	CIS\$1,500.00
<b>Total</b>	<b>CIS\$7,381.32</b>

10. The Plaintiff gives credit for the security deposit in the amount of CIS\$1,500.00
11. Following the Plaintiff taking possession of the Property the Defendant has paid various sums towards reducing her indebtedness to the Plaintiff.

### Particulars

Date	Amount
November 2001	CI\$500.00
31 <sup>st</sup> January 2002	CI\$250.00
28 <sup>th</sup> February 2002	CI\$250.00
29 <sup>th</sup> April 2002	CI\$500.00
10 <sup>th</sup> June 2002	CI\$250.00
9 <sup>th</sup> July 2002	CI\$250.00

12. In the circumstances the Plaintiff has received CI\$2,000.00 toward reducing the Defendant's indebtedness to the Plaintiff.

And the Plaintiff claims against the Defendant:

1. The sum of CI\$3,881.32 on account of damages for breach of the said terms of the Agreement.
2. Interest pursuant to the provisions of the Judgement Debts (Rates of Interest) Rules as amended. Interest accrues at CI\$0.48 per diem.

If within the time for returning acknowledgement of service, the Defendant pays a total amount claimed of CI\$500.00 (including interest and costs) further proceedings will be ~~stayed. The money must be paid to the Plaintiff or her attorney.~~

  
\_\_\_\_\_  
**Giglioli & Company**  
Attorneys-at-Law for the Plaintiff

Dated: 24<sup>th</sup> February 2003

This Writ was issued by Giglioli & Company whose address for service is P.O. Box 2505GT, 4F Kirk House, George Town, Grand Cayman.