

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO: 119 OF 2008**

**BETWEEN**

**GSIJ INCORPORATED**

**PLAINTIFF**

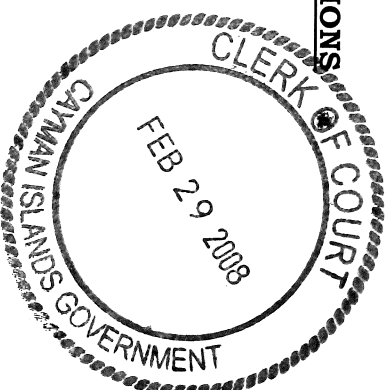
**AND**

**ISLAND RENTAL SERVICES**

**DEFENDANT**



**WRIT OF SUMMONS**



**TO: ISLAND RENTAL SERVICES  
P.O. BOX 11504  
KY1 1009  
201 OWEN ROBERTS DRIVE  
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 495G, 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 **27<sup>th</sup>** day of February 2008.

**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 a company lawfully incorporated in the Cayman Islands for the purposes of owning property in the Cayman Islands.
2. The Defendant is at all material times to this action a company lawfully carrying on business in the Cayman Islands. As part of the Defendant's business they provided rental services for the management and letting of properties on island.
3. In or around November 2006 the Plaintiff entered into a contract with the Defendant to provide rental management services for the Plaintiff's property at 47 Snooze Lane, #205, Grand Cayman. This contract was made in writing and was for twelve months.
4. The agreement provided for the defendant to collect monthly rent from the tenant of the property at 47 Snooze Lane. Out of these monies to be collected, the monthly Strata fees for the property was to be paid alongside any other expenses incurred for the upkeep of the property with the balance to be wired to the Plaintiff's bank account.
5. In return for the services provided as per the contract, the Defendant was to be paid commission and or a management fee dependant upon whether or not the property was rented or vacant.
6. Furthermore the Plaintiff paid the sum of US\$1,000 at the outset of the contract by way of security deposit. The Defendant also collected the sum of CI\$3,500 by way of security deposits from the tenant of the property whilst acting as agent of the Plaintiff from the tenant. These amounts remain in the possession of the Defendant.
7. The property was rented by a tenant paying the sum of CI\$3,200 per month as evidenced by a Residential lease between the Plaintiff and the tenant dated 23<sup>rd</sup> day of March 2007 for a period of 12 months.
8. The management agreement between the parties ceased as of November 2007.

9. Over this period of time the Plaintiff has received the sum of US\$2,663.77 or CI\$2184.29 directly and the only Strata fees paid over the same time period amounted to CI\$2,436.88. These amounts total CI\$4,621.17.

10. Over this period of time the Defendant was entitled to the sum of CI\$4,220 as per the contract for management fees.

11. Over the period of the tenancy agreement the Defendant has received the sum of CI\$24,639.86 from the tenant of the property. Furthermore the Defendant has not repaid the sum of CI\$820 held by way of deposit at the determination of the rental management agreement.

12. Despite repeated requests for a breakdown of monies held by the Defendant by both the Plaintiff directly and through their servants or agents no explanation nor breakdown has ever been received.

13. In breach of the contract between the parties the Defendant owes the Plaintiff the sum of CI\$20,118.69 plus interest and costs. A table of monies paid and received is set out below;

<b>Money received</b>	
Rent	\$24,639.86
Deposit from Plaintiff	\$820
Deposit from Tenant	<u>\$3,500</u>
Total Received	\$28,959.86
<b>Less</b>	
Strata paid	\$2,436.88
Money paid to Plaintiff	\$2,184.29
Management Fees	\$4,220
<b>Total Due</b>	<u>(\$8,841.17)</u> 20,118.69

**STATEMENT REGARDING INTEREST**

- a) The prescribed rate of interest from 1<sup>st</sup> July 2006 to date was 7 ¼%
- b) The date from which interest accrues is from the date of breach of the contract, i.e. 23<sup>rd</sup> March 2007
- c) The total interest claimed as at the date of this Writ is CI\$1,340.64
- d) The amount of interest accruing each day following the issue of this  
Plaint is CI\$3.99

AND THE PLAINTIFF claims:

1. CI\$20,118.69 for monies due and owing on foot of breach of contract and breach of a rental management agreement by the Defendant and for an account of monies received by the Defendant whilst acting as servant or agent of the Plaintiff.
2. The Plaintiff claims pre and post judgment interest at from 23<sup>rd</sup> March 2007 in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
3. Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules (2001) and
4. Such further and other relief as this Court may deem just.

**INDORSEMENT**

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$20,743.69 (including interest, costs and service fees) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

  
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Samson and McGrath

Attorney's at Law for the Plaintiff

**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.



**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.

Samson & McGrath  
Attorneys at Law  
3<sup>rd</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman

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