



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC OF 2020

BETWEEN: BODWIN INVESTMENTS LIMITED PLAINTIFF

AND: TRAVEL WITH US LTD 1ST DEFENDANT

AND: DESIREE PIERCY-TULLOCH 2ND DEFENDANT

PLAINT

TO THE DEFENDANTS:

Travel With Us Ltd of PO Box 801, Grand Cayman KY1-1502, Cayman Islands AND

Desiree Piercy-Tulloch of 24 Greenleaf Drive, PO Box 801, Grand Cayman KY1-1502, Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff of Floor 4, Willow House, Cricket Square, George Town, Grand Cayman in respect of the claim set out on the next page.

Within 14 days after the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgement** without further notice to you.

Issued: 16 December 2020

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

THIS PLAINT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: NVP/14784-33772)

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STATEMENT OF CLAIM

1. The Plaintiff was at all material times the registered proprietor of Unit C4-A, Building A, Cayman Centre, George Town East Block 20B Parcel 118 (the “**Property**”).
2. By the agreement in writing made on 18 October 2018 between the Plaintiff and the Defendants (the “**Lease**”), the Plaintiff let the Property to the First Defendant and the Second Defendant acted as Guarantor for the First Defendant:
 - 2.1 For a term of 1 year commencing on and including 1 October 2018;
 - 2.2 At an annual rent of CI\$14,400.00 per annum payable monthly in advance commencing on and including 1 October 2018;
3. The First Defendant entered into possession of the Property on or about 1 October 2018.
4. In accordance with clause 11 of the Lease, after the completion of the term of the Lease, the First Defendant remained a tenant and the Second Defendant remained as Guarantor from month to month at the Property until 10 September 2020.

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5. Wrongfully, and in breach of clauses 3 and 4.1 and 13.1 of the Lease, the Defendants ceased to pay the Rent and Maintenance fees from 1 April 2020 whereby the Plaintiff has suffered loss and damage.

PARTICULARS OF LOSS

	Date	Item	Amount CI\$
(i)	1 April 2020	Rent	1200
(ii)	1 May 2020	Rent	1200
(iii)	1 June 2020	Rent	1200
(iv)	1 July 2020	Rent	1200
(v)	1 August 2020	Rent	1200
(vi)	1 – 10 September	Rent	394.52
Total:			CI\$6,394.52

6. On the 10 September 2020 the Plaintiff gave credit, by applying the Defendants’ deposit of CI\$1,007.50, to the outstanding debt on the Defendants’ account. Therefore the total principal of **CI\$5,387.02** remains due and owing.
7. Further, in accordance with clauses 1.8 and 4.28 of the Lease, the Plaintiff is entitled to interest on unpaid sums which are more than 7 days overdue at the rate of 3% over the CI Dollar rate for Prime Lending (currently 3.25%), amounting to CI\$239.20 as at 16 December 2020 and continuing at the daily rate of CI\$0.92 per day until payment.

		Principal sum	Rate	No. days	Amount
Start date	1/04/2020	5,387.02	6.25%		
End date	16/12/2020			260	239.20
Daily rate					0.92
Total due as at date of Plaintiff					CI\$5,626.22

THIS PLAINT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: NVP/14784-33772)

8. Alternatively, the Plaintiff claims interest pursuant to section 34 of the Judicature Act (2013 Revision) at such rate from such date and on such amount as this Honourable Court thinks fit.
9. The Defendants are liable to pay and the Plaintiff claims its costs pursuant to clause 4.33 of the Lease.

AND THE PLAINTIFF CLAIMS:

- (1) The Sum of CI\$5,387.02 or alternatively damages in a like amount;
- (2) Interest from 1 April 2020 to 16 December 2020 pursuant to the terms of the Lease at the contractual rate of 6.25% amounting to CI\$239.20 and accruing thereafter at the daily rate of CI\$0.92 per day until payment or interest pursuant to section 34 of the Judicature Act (2013 Revision) to be assessed;
- (3) Costs; and
- (4) Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of CI\$5,626.22, further accruing interest and fixed costs further proceedings will be stayed. The funds must be paid to the Plaintiff or its Attorney.



CAMPBELLS

Attorneys for the Plaintiff

THIS PLAINT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: NVP/14784-33772)

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AND: **TRAVEL WITH US LTD** **1ST DEFENDANT**

AND: **DESIREE PIERCY-TULLOCH** **2ND DEFENDANT**

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address –

2. State whether the Defendant intends to contest the action (*tick appropriate box*)

yes

no

3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)

yes

no

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly

Defendant's Signature

Dated this ____ day of

2020

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgement may be entered against you.

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.

Campbells
4th Floor Willow House
George Town
Grand Cayman KY1-9010
(Ref: NVP/12940-26041)

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

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

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

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.