

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2021

BETWEEN:

NATIONAL HOUSING DEVELOPMENT TRUST

PLAINTIFF

AND:

ANGILER MESSAM-HUTCHINSON

DEFENDANT

WRIT OF SUMMONS



TO:

Angiler Messam-Hutchinson
Windsor Park Housing Site (Lot 16),
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 (or, if leave is required to effect service out of the jurisdiction, such other period as is specified in the attached Acknowledgement of Service of Writ of Summons) 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, PO 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 Acknowledgement 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 ____ day of February 2021.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is the legal owner of George Town, Block 14E Parcel 761 (Lot 16) (**the property**) and is a Cayman Islands domiciled company operating from Unit 4, Cayman Center, George Town, Cayman Islands and is engaged in the provision of housing for the local community.
2. The Defendant is a resident of the Cayman Islands, who at all material times resides at the property.
3. By a lease made or about the 31st of August 2012 the plaintiff demised to the defendant the property for a term of 1 year at a monthly rent of CI\$800.00 payable on the first day of each month in advance.
4. Clause 4A of the lease contained a covenant by the defendant to punctually pay the rent on the days and in the manner as set out at paragraph 3 of this statement of claim.
5. Since the end of the term of the lease agreement, the defendant, with the consent of the plaintiff continued to lease the property and held the property on a periodic tenancy on the same terms and conditions as those set out in the written lease agreement by virtue of s51 of the Registered Land Act.
6. In breach of the terms of the tenancy the defendant failed or refused to pay rent as it fell due and as of the 1st of January 2021 the defendant owed to the plaintiff the sum of CI\$50,630.00 in rent arrears with the last payment of rent having been made in August 2018 in the sum of CI\$4,800.00. A statement of arrears is annexed to the statement of claim.
7. By a notice to quit served by the plaintiff on or about the 1st of December 2020 the plaintiff gave notice that in the event that the defendant did not remedy her breach of agreement and pay the arrears of rent on or before the 31st of December 2020 that the plaintiff would determine the lease as of that date.

8. No payment was made by the defendant and as of the 1st of January 2021 the lease was determined and the defendant remains in possession of the property as a trespasser.

Statement Regarding Interest

1. The plaintiff claims interest at the rate of 2 3/8% per annum on sums found due to the plaintiff for such periods as the Court orders to the date of judgment or sooner payment pursuant to the Judicature Act (2017 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.

And the Plaintiff's claims:

- (1) An Order for possession of the Property;
- (2) CI\$50,630.00 arrears of rent;
- (3) Mesne profits at the rate of CI\$800.00 per month from the date of service of the Writ until possession is delivered up
- (4) Interest for such period and at such rate as the court thinks fit pursuant to the Judicature Act;
- (5) Such further and other relief that the Court deems fit.
- (6) Costs;

DATED this 12th day of February, 2021.



KSG
Attorneys for the Plaintiff



Building quality communities, one affordable home at a time.

P.O. Box 2379 Grand Cayman, KY1-1105

January 1, 2021

Cayman Center Bldg E, Unit # 4

[345] 945-7649 [345] 945-7679

Name:	Hutchinson-Messam, Angiler	Client ID:	WHG 13 WHC
Mailing Address:	P.O. Box Gen Del KY1-1100	Lease Date:	30-Aug-12
Contact Number:	345-327-2209	Effective Date:	1-Sep-12

Date	Description	Payment Received	Monthly Charge	Balance Owed
31-Aug-12	Deposit		\$ 800.00	\$ 800.00
31-Aug-12	6389	\$800.00	\$ (800.00)	\$ -
1-Sep-12	Sept-Lease		\$ 800.00	\$ 800.00
1-Oct-12	Oct-Lease		\$ 800.00	\$ 1,600.00
19-Oct-12	6485	\$1,000.00	\$ (1,000.00)	\$ 600.00
1-Nov-12	Nov-Lease		\$ 800.00	\$ 1,400.00
1-Dec-12	Dec-Lease		\$ 800.00	\$ 2,200.00
10-Dec-12	6616	\$800.00	\$ (800.00)	\$ 1,400.00
1-Jan-13	Jan-Lease		\$ 800.00	\$ 2,200.00
1-Feb-13	Feb-Lease		\$ 800.00	\$ 3,000.00
1-Mar-13	Mar-Lease		\$ 800.00	\$ 3,800.00
1-Apr-13	Apr-Lease		\$ 800.00	\$ 4,600.00
1-May-13	May-Lease		\$ 800.00	\$ 5,400.00
1-Jun-13	June-Lease		\$ 800.00	\$ 6,200.00
25-Jun-13	7051	\$2,000.00	\$ (2,000.00)	\$ 4,200.00
25-Jun-13	7052	\$4,000.00	\$ (4,000.00)	\$ 200.00
1-Jul-13	July-Lease		\$ 800.00	\$ 1,000.00
1-Aug-13	Aug-Lease		\$ 800.00	\$ 1,800.00
1-Sep-13	Sept-Lease		\$ 800.00	\$ 2,600.00
1-Oct-13	Oct-Lease		\$ 800.00	\$ 3,400.00
1-Nov-13	Nov-Lease		\$ 800.00	\$ 4,200.00
1-Dec-13	Dec-Lease		\$ 800.00	\$ 5,000.00
6-Dec-13	7413	\$800.00	\$ (800.00)	\$ 4,200.00
1-Jan-14	Jan-lease		\$ 800.00	\$ 5,000.00
3-Jan-14	7472	\$800.00	\$ (800.00)	\$ 4,200.00
1-Feb-14	Feb-Lease		\$ 800.00	\$ 5,000.00
24-Feb-14	7565	\$800.00	\$ (800.00)	\$ 4,200.00
1-Mar-14	Mar-Lease		\$ 800.00	\$ 5,000.00
25-Mar-14	7629	\$800.00	\$ (800.00)	\$ 4,200.00
1-Apr-14	Apr-Lease		\$ 800.00	\$ 5,000.00
17-Apr-14	7683	\$800.00	\$ (800.00)	\$ 4,200.00
1-May-14	May-Lease		\$ 800.00	\$ 5,000.00
9-May-14	7730	\$800.00	\$ (800.00)	\$ 4,200.00
1-Jun-14	June-Lease		\$ 800.00	\$ 5,000.00
6-Jun-14	7786	\$800.00	\$ (800.00)	\$ 4,200.00
1-Jul-14	July-Lease		\$ 800.00	\$ 5,000.00
9-Jul-14	7846	\$800.00	\$ (800.00)	\$ 4,200.00



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Mailing Address:	P.O. Box Gen Del KY1-1100	Lease Date:	30-Aug-12
Contact Number:	345-327-2209	Effective Date:	1-Sep-12

Date	Description	Payment Received	Monthly Charge	Balance Owed
1-Aug-14	Aug-Lease		\$ 800.00	\$ 5,000.00
7-Aug-14	7904	\$800.00	\$ (800.00)	\$ 4,200.00
1-Sep-14	Sept-Lease		\$ 800.00	\$ 5,000.00
2-Sep-14	7944	\$170.00	\$ (170.00)	\$ 4,830.00
1-Oct-14	Oct-Lease		\$ 800.00	\$ 5,630.00
1-Nov-14	Nov-Lease		\$ 800.00	\$ 6,430.00
1-Dec-14	Dec-Lease		\$ 800.00	\$ 7,230.00
1-Jan-15	Jan-Lease		\$ 800.00	\$ 8,030.00
1-Feb-15	Feb-Lease		\$ 800.00	\$ 8,830.00
1-Mar-15	Mar-Lease		\$ 800.00	\$ 9,630.00
1-Apr-15	Apr-Lease		\$ 800.00	\$ 10,430.00
1-May-15	May-Lease		\$ 800.00	\$ 11,230.00
1-Jun-15	June-Lease		\$ 800.00	\$ 12,030.00
9-Jun-15	8469	\$800.00	\$ (800.00)	\$ 11,230.00
1-Jul-15	July-Lease		\$ 800.00	\$ 12,030.00
20-Jul-15	8522	\$3,200.00	\$ (3,200.00)	\$ 8,830.00
1-Aug-15	Aug-Lease		\$ 800.00	\$ 9,630.00
1-Sep-15	Sept-Lease		\$ 800.00	\$ 10,430.00
1-Oct-15	Oct-Lease		\$ 800.00	\$ 11,230.00
1-Nov-15	Nov-Lease		\$ 800.00	\$ 12,030.00
5-Nov-15	7672	\$2,400.00	\$ (2,400.00)	\$ 9,630.00
1-Dec-15	Dec-Lease		\$ 800.00	\$ 10,430.00
1-Jan-16	Jan-Lease		\$ 800.00	\$ 11,230.00
1-Feb-16	Feb-Lease		\$ 800.00	\$ 12,030.00
1-Mar-16	Mar-Lease		\$ 800.00	\$ 12,830.00
1-Apr-16	Apr-Lease		\$ 800.00	\$ 13,630.00
1-May-16	May-Lease		\$ 800.00	\$ 14,430.00
3-May-16	8919	\$2,400.00	\$ (2,400.00)	\$ 12,030.00
1-Jun-16	June-Lease		\$ 800.00	\$ 12,830.00
1-Jul-16	July-Lease		\$ 800.00	\$ 13,630.00
1-Aug-16	Aug-Lease		\$ 800.00	\$ 14,430.00
1-Sep-16	Sept-Lease		\$ 800.00	\$ 15,230.00
1-Oct-16	Oct-Lease		\$ 800.00	\$ 16,030.00
1-Nov-16	Nov-Lease		\$ 800.00	\$ 16,830.00
28-Nov-16	9166	\$400.00	\$ (400.00)	\$ 16,430.00
1-Dec-16	Dec-Lease		\$ 800.00	\$ 17,230.00
1-Jan-17	Jan-lease		\$ 800.00	\$ 18,030.00
1-Feb-17	Feb-Lease		\$ 800.00	\$ 18,830.00
1-Mar-17	Mar-Lease		\$ 800.00	\$ 19,630.00



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Name:	Hutchinson-Messam, Angler	Client ID:	WHG 13 WHC
Mailing Address:	P.O. Box Gen Del KY1-1100	Lease Date:	30-Aug-12
Contact Number:	345-327-2209	Effective Date:	1-Sep-12

Date	Description	Payment Received	Monthly Charge	Balance Owed
1-Apr-17	Apr-Lease		\$ 800.00	\$ 20,430.00
1-May-17	May-Lease		\$ 800.00	\$ 21,230.00
1-Jun-17	June-Lease		\$ 800.00	\$ 22,030.00
1-Jul-17	July-Lease		\$ 800.00	\$ 22,830.00
1-Aug-17	Aug-Lease		\$ 800.00	\$ 23,630.00
1-Sep-17	Sept-Lease		\$ 800.00	\$ 24,430.00
1-Oct-17	Oct-Lease		\$ 800.00	\$ 25,230.00
1-Nov-17	Nov-Lease		\$ 800.00	\$ 26,030.00
1-Dec-17	Dec-Lease		\$ 800.00	\$ 26,830.00
1-Jan-18	Jan-lease		\$ 800.00	\$ 27,630.00
1-Feb-18	Feb-Lease		\$ 800.00	\$ 28,430.00
1-Mar-18	Mar-Lease		\$ 800.00	\$ 29,230.00
1-Apr-18	Apr-Lease		\$ 800.00	\$ 30,030.00
1-May-18	May-Lease		\$ 800.00	\$ 30,830.00
1-Jun-18	June-Lease		\$ 800.00	\$ 31,630.00
1-Jul-18	July-Lease		\$ 800.00	\$ 32,430.00
1-Aug-18	Aug-Lease		\$ 800.00	\$ 33,230.00
6-Aug-18	9822	\$4,800.00	\$ (4,800.00)	\$ 28,430.00
1-Sep-18	Sept-Lease		\$ 800.00	\$ 29,230.00
1-Oct-18	Oct-Lease		\$ 800.00	\$ 30,030.00
1-Nov-18	Nov-Lease		\$ 800.00	\$ 30,830.00
1-Dec-18	Dec-Lease		\$ 800.00	\$ 31,630.00
1-Jan-19	Jan-lease		\$ 800.00	\$ 32,430.00
1-Feb-19	Feb-Lease		\$ 800.00	\$ 33,230.00
1-Mar-19	Mar-Lease		\$ 800.00	\$ 34,030.00
1-Apr-19	Apr-Lease		\$ 800.00	\$ 34,830.00
1-May-19	May-Lease		\$ 800.00	\$ 35,630.00
1-Jun-19	June-Lease		\$ 800.00	\$ 36,430.00
1-Jul-19	July-Lease		\$ 800.00	\$ 37,230.00
1-Aug-19	Aug-Lease		\$ 800.00	\$ 38,030.00
1-Sep-19	Sept-Lease		\$ 800.00	\$ 38,830.00
1-Oct-19	Oct-Lease		\$ 800.00	\$ 39,630.00
1-Nov-19	Nov-Lease		\$ 800.00	\$ 40,430.00
1-Dec-19	Dec-Lease		\$ 800.00	\$ 41,230.00
1-Jan-20	Jan-Lease		\$ 800.00	\$ 42,030.00



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Mailing Address:	P.O. Box Gen Del KY1-1100	Lease Date:	30-Aug-12
Contact Number:	345-327-2209	Effective Date:	1-Sep-12

Date	Description	Payment Received	Monthly Charge	Balance Owed
1-Feb-20	Feb-Lease		\$ 800.00	\$ 42,830.00
1-Mar-20	Mar-Lease		\$ 800.00	\$ 43,630.00
1-Apr-20	Apr-Lease		\$ 800.00	\$ 44,430.00
1-May-20	May-Lease		\$ 800.00	\$ 45,230.00
1-Jun-20	June-Lease		\$ 800.00	\$ 46,030.00
30-Jun-20	Commitment Deferral-COVID-19		\$ (2,400.00)	\$ 43,630.00
1-Jul-20	July-Lease		\$ 800.00	\$ 44,430.00
1-Jul-20	Deferral-COVID-19-Re-payment Charge		\$ 200.00	\$ 44,630.00
1-Aug-20	Aug-Lease		\$ 800.00	\$ 45,430.00
1-Aug-20	Deferral-COVID-19-Re-payment Charge		\$ 200.00	\$ 45,630.00
1-Sep-20	Sept-Lease		\$ 800.00	\$ 46,430.00
1-Sep-20	Deferral-COVID-19-Re-payment Charge		\$ 200.00	\$ 46,630.00
1-Oct-20	Oct-Lease		\$ 800.00	\$ 47,430.00
1-Oct-20	Deferral-COVID-19-Re-payment Charge		\$ 200.00	\$ 47,630.00
1-Nov-20	Nov-Lease		\$ 800.00	\$ 48,430.00
1-Nov-20	Deferral-COVID-19-Re-payment Charge		\$ 200.00	\$ 48,630.00
1-Dec-20	Dec-Lease		\$ 800.00	\$ 49,430.00
1-Dec-20	Deferral-COVID-19-Re-payment Charge		\$ 200.00	\$ 49,630.00
1-Jan-21	Jan-Lease		\$ 800.00	\$ 50,430.00
1-Jan-21	Deferral-COVID-19-Re-payment Charge		\$ 200.00	\$ 50,630.00
Amount Due for Payment				\$ 50,630.00

**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 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 "Statement of Claim" appear on the top of page 3), 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 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.

BETWEEN:

NATIONAL HOUSING DEVELOPMENT TRUST

PLAINTIFF

AND:

ANGILER MESSAM-HUTCHINSON

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 carefully 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 or otherwise participate in 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 no

Service of the Writ is acknowledged accordingly

(Signed).....
Attorney for

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.

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

KSG Attorneys at Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255
Grand Cayman KY1-1107
Cayman Islands

Endorsement 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 endorsement]