



**GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. OF 2022**

**IN**

**EDWARD & ELBA HESSING**

**PLAINTIFFS**

**AND**

**LEONARD PROSPERE**

**DEFENDANT**

**WRIT OF SUMMONS**

**TO: LEONARD PROSPERE**  
Unit #2, 27 Sutton Drive  
Savannah Meadows  
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 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 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 judgement may be entered against you forthwith without further notice.***

Issued this      day of                      2022

**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.

*IN THE GRAND COURT OF THE CAYMAN ISLANDS*

*CAUSE NO. OF 2022*

*BETWEEN EDWARD & ELBA HESSING PLAINTIFFS*  
*AND LEONARD PROSPERE DEFENDANT*

**STATEMENT OF CLAIM**

1. The Plaintiffs are and were at all material times residents of the Cayman Islands and owners of property being Unit #2, 27 Sutton Drive, Savannah Meadows, Savannah, Grand Cayman.
2. The Defendant was and is at all material times a resident of the Cayman Islands, and a Tenant of the Plaintiffs residing at Unit #2, 27 Sutton Drive, Savannah Meadows, Grand Cayman.
3. By Rental Agreements dated the 1<sup>st</sup> day of March 2018 and the 20<sup>th</sup> day of March 2020 the Plaintiffs rented the premises stated above to the Defendant for a monthly rental of CI\$1,600.00 payable on or about the 1<sup>st</sup> day of each succeeding month.
4. It was a condition of the said Agreements that in the event the Defendant failed to pay the rent by the 5<sup>th</sup> of the month on which the same fell to be paid a late charge of 5% on the outstanding sum would be enforced.
5. In the succeeding 47 months since the renting of the Premises to the Defendant he has only made payments in full for 13 of the said months.
6. On or about the May 1, 2021. the Plaintiffs allowed the sharing of the rented premises with another Tenant, with the consent of the Defendant, on condition that she pays CI\$800.00 rent and the Defendant pay the further sum of CI\$800.00 to the rental sum of CI\$1,600.00.
7. Whereas the Sub-Tenant has paid her portion of the said rent the Defendant has made no payment in respect of the rent since May 2019.
8. In consequence of his said failure the Plaintiffs have suffered loss and damage.

**Particulars of Special Damages**

(a) Loss of Rent for the months of June 2019 to April 2021	CI\$36,800.00
(b) Loss of Rent for the months of May 2021 to present	CI\$ 7,200.00


**ENDORSEMENT**

The Plaintiffs claim against the Defendant is for an Order of eviction and for recovery of unpaid rent from the Defendant in respect of his rental of Unit #2, 27 Sutton Drive, Savannah Meadows, Grand Cayman commencing on the 18<sup>th</sup> day of March 2010 and renewed on the 20<sup>th</sup> of March 2020 being the sum of CI\$46,660.00 and continuing.

***AND THE PLAINTIFF CLAIMS:***

1. The outstanding rental due to them from the Defendant currently in the sum of CI\$44,000.00
2. Such further rent that may accrue up to the date of Judgment
3. An Order evicting the Defendant from Unit #2, 27 Sutton Drive, Savannah Meadows, Grand Cayman.
4. Late charges, as per the Rental Agreement, currently amounting to CI\$2,660.00.
5. Interest at the applicable rate under the Judicature Act.
6. Costs

Dated this 8<sup>th</sup> day of February 2022



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Murray & Westerborg

*THIS WRIT* was issued by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiffs, whose address for service is that of their said Attorneys-at-Law, Second Floor (Southwest Wing), Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman, Cayman Islands.

## Acknowledgment of service of writ of summons (O.12, r.3)

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

BETWEEN EDWARD & ELBA HESSING PLAINTIFFS
AND LEONARD PROSPERE DEFENDANT

ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....
[Attorney] for
[Defendant in person]
Address for service:

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 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 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:*

Murray & Westerborg  
Second Floor (Southwest Wing)  
Cayman Shipping Centre Building  
10 Shipping Lane  
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:*

[Empty box for Defendant's Attorney indorsement]