



ND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2023

BETWEEN:

**EDWARD ALBERGA
GARLA ALBERGA**

PLAINTIFFS

AND:

**KAYLA DAVIDSON
DAVION WRIGHT**

DEFENDANTS

WRIT OF SUMMONS

TO:

Kayla Davidson
Davion Wright
Apt 5, Coral Isles Apartments, 204 Boltins Avenue, West Bay

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 17th day of March 2023.

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.

This Writ of Summons was issued by KSG, attorneys for the Plaintiff, whose address for service is 4th Floor Harbour Centre, 42 North Church Street, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [JK/HE/01928]

STATEMENT OF CLAIM

1. The Plaintiffs are the legal owners of West Bay, Block 4E, parcel number 600, with the street address of Apartment 5, Coral Isles Apartments, 204 Boltins Avenue, West Bay (the **Property**).
2. The Defendants are residents of the Cayman Islands, who at all material times reside at the Property.
3. By a lease to purchase agreement made or about the 1st of November 2015 (the **Agreement**) the Plaintiffs demised to the Defendants the Property on 1 November 2015 for a term ending August 2029 at a monthly rent of CI\$700.00.
4. Pursuant to Clause 8 of the Agreement, the Defendants were required to pay the strata fees of CI\$125 per month, or such amount as otherwise prescribed by the strata committee.
5. Pursuant to Clause 9 of the Agreement, the Defendants were responsible for payment to the strata corporation for insuring the unit.
6. Pursuant to the recitals to the Agreement, the Defendants were responsible for payment of the CI\$250 garbage fee.
7. Pursuant to Clauses 1, 2, and 5 of the Agreement, and the recitals to the Agreement, the Defendants had the right to purchase the Property upon payment of the total purchase price of CI\$116,000 (the **Purchase Price**) on or before August 2029, unless the Agreement had been terminated prior to that date, in accordance with paragraph 8 below.
8. In the event of any default under the Agreement, then the non-defaulting party is entitled to terminate the Agreement by giving 30 days' written notice of the termination to the defaulting party, pursuant to Clause 7 of the Agreement.
9. In breach of the terms of the Agreement, the Defendants failed or refused to pay, as they fell due:
 - a. Rent, in accordance with paragraph 3 above;

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- b. Strata fees, in accordance with paragraph 4 above;
 - c. Insurance premiums to the strata corporation for insuring the unit, in accordance with paragraph 5 above; and
 - d. The garbage fee, in accordance with paragraph 6 above. (the **Outstanding Payments**)
10. As at 30 April 2022 the Defendants owed to the Plaintiffs the sum of CI\$3,936.13. This sum was comprised of rental arrears of CI\$1,400 and arrears of strata, insurance, and garbage fees of CI\$2,536.13.
 11. By notice served by the Plaintiffs on or about 30 April 2022, the Plaintiffs gave notice to the Defendants that the Defendants were in breach of the Agreement and notified the Defendants of the sum owing, as set out in paragraph 10 above (the **Notice**).
 12. The Notice also notified the Defendants that as a result of the Defendants' breaches of the Agreement, both historical and current, in the event that the Defendants did not remedy their breaches of the Agreement and pay the arrears set out in paragraph 10 above within 30 days of receipt of the Notice, that the Plaintiffs would terminate the Agreement as of that date.
 13. The Defendants failed and/or refused to make the Outstanding Payments on or before 30 May 2022.
 14. As a result of the Defendants' failure to make the Outstanding Payments as they fell due, the Plaintiffs were entitled to terminate the Agreement as of the date of the first default in payment.
 15. The Plaintiffs terminated the Agreement on or about 30 May 2022 (the **Termination Date**).
 16. No further payments have been made in respect of the Agreement by the Defendants to the Plaintiffs since the Termination Date. As of 17 March 2023, the Defendants' arrears pursuant to the Agreement, combined with mesne profits from the date of

termination of the Agreement to 17 March 2023 are approximately CI\$9,100 in respect of rent; and CI\$3,911.13 in respect of strata, insurance, and garbage fees.

17. The Defendants remain in possession of the Property as trespassers.

Statement Regarding Interest

1. The Plaintiffs claim interest at the rate of 2 3/8% per annum on sums found due to the Plaintiffs 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 Plaintiffs claim:

- (1) An Order for possession of the Property;
- (2) Approximately CI\$13,011.13 arrears of rent, strata, insurance, garbage fees, and mesne profits;
- (3) Further mesne profits at the rate of CI\$825 per month from the date of service of the Writ until possession is delivered up, as well as further insurance premiums and garbage fees as they fall due;
- (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 17th day of March 2023



KSG
Attorneys 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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BETWEEN:

EDWARD ALBERGA
GARLA ALBERGA

PLAINTIFFS

AND:

KAYLA DAVIDSON
DAVION WRIGHT

DEFENDANTS

**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

This Writ of Summons was issued by KSG, attorneys for the Plaintiff, whose address for service is 4th Floor Harbour Centre, 42 North Church Street, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [JK/1928]

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]