



**ND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO: OF 2024**

**BETWEEN:**

**EDWARD ALBERGA  
GARLA ALBERGA**

**PLAINTIFFS**

**AND:**

**KAYLA DAVIDSON**

**DEFENDANT**

**WRIT OF SUMMONS**

TO:  
Kayla Davidson  
Apt 5, Coral Isles Apartments, 204 Boltins Avenue, West Bay

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiffs 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 January 2024

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 One Capital Place, Shedden Road, Grand Cayman, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands. RW/02760

**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 Defendant was formerly a tenant at the Property and now remains as a trespasser.

**The Agreement**

3. By a lease to purchase agreement made on or about the 1<sup>st</sup> of November 2015 ("**the Agreement**"), the Plaintiffs demised the Property to the Defendant and Mr Davion Wright, for a term commencing on the 1<sup>st</sup> November 2015 and ending in August 2029.
4. The Agreement was not, to the Plaintiffs' knowledge, ever registered as a lease under section 46 of the Registered Land Act (2018 Revision).
5. It was a condition of the Agreement that the Defendant would pay the following sums to the Plaintiff commencing the 1<sup>st</sup> November 2015:
  - i. A monthly lease payment of KYD\$700 (clause 1).
  - ii. A monthly strata fee of KYD\$125 (or as adjusted by the strata committee) (Recitals; clause 8).
  - iii. An annual garbage fee of KYD\$250 (as adjusted by the Cayman Islands Government) (Recitals).
  - iv. Insurance for the strata unit (clause 9).
6. Under clause 7, in the event of any default under the Agreement, then the non-defaulting party was entitled to terminate the Agreement by giving 30 days written notice of the termination to the defaulting party.
7. The Agreement gave no right to the defaulting party to cure its breach after service of a written termination notice.

This Writ of Summons was issued by KSG, attorneys for the Plaintiff, whose address for service is One Capital Place, Shedden Road, Grand Cayman, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [RW/02760]

**Defendant's Breach**

8. In breach of the Agreement, the Defendant failed to pay the lease payment, the strata fee, the garbage fee and the insurance on the 1<sup>st</sup> November 2023 or at all during November 2023.

**Termination**

9. On the 16<sup>th</sup> November 2023, the Plaintiffs served a Termination Notice on the Defendant. The reason given for termination was repeated failure to pay the monthly lease payment, the strata fees, the insurance and garbage fees.
10. The Termination Notice informed the Defendant and Mr Wright that the Agreement would terminate in 30 days and requested that the premises are vacated during that period.
11. Pursuant to the Termination Notice, the Agreement terminated on the 16<sup>th</sup> December 2023.
12. Further or alternatively, in exercise of their common law right, the Plaintiffs terminated the Agreement with immediate effect on the 16<sup>th</sup> November 2023 following the Defendant's repudiatory breach stated at paragraph 8 above.
13. As of the date of this writ and statement of claim, the Defendant remains in possession of the Property as a trespasser. Davion Wright no longer resides at the Property and has not disputed that the Agreement has terminated.

**Relief**

14. The Plaintiffs claim:
  - i. A declaration that the Agreement has terminated.
  - ii. Mesne profits at a rate of \$825 per month from the date of termination to the date that the property is vacated by the Defendant and delivered up to the Plaintiffs, as well as further insurance premiums and garbage fees as they fall due.

**Statement regarding Interest**

15. 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 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) A declaration that the Agreement has been terminated.
- (2) Mesne profits as defined at 14(ii) above.
- (3) Interest.
- (4) Such further and other relief that the Court deems fit.
- (5) Costs.

**DATED** this 16<sup>th</sup> January 2024.



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**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

CAUSE NO: OF 2024

BETWEEN:

EDWARD ALBERGA  
GARLA ALBERGA

PLAINTIFFS

AND:

KAYLA DAVIDSON

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.

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

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2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)  
 yes  no

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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

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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 One Capital Place, Shedden Road, Grand Cayman, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [RW/02760]

**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  
One Capital Place  
Shedden Road  
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]