



IN THE SUMMARY COURT AT GEORGE TOWN

B E T W E E N:

CAUSE NO: SC OF 2024

KENTSVILLE LTD

Plaintiff

AND

ASHBOURN ALESTAIR ROBINSON

Defendant

AMENDED PLAINT

TO:

Ashbourn Alestair Robinson
67 Simion Cres, West Bay
Cayman Islands, Cayman Island

THIS PLAINT 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 Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a de fault judgment without any further notice to you.

Issued this 9th day of September 2024

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with an address of 67 Simion Cres, West Bay, Grand Cayman, Cayman Islands.
3. Pursuant to an agreement dated 7th March 2023, the Plaintiff agreed to lease the Defendant the property known as and suited at unit #10 of Kentsville Ltd. located at Registration Section George Town East, 46 Kentsville Drive, Block 19E, Parcels 109 and 119 ("the Demised Premises") from 5 May 2023 to 4 May 2024 for CI\$900.00 per calender month ("the Lease").
4. The following, *inter alia*, were terms of the Lease:

"2. Term:

The term of this lease shall be for the period set forth below:

Lease Beginning Date: May 5th, 2023 Lease Ending: May 4th, 2024 Move-in Date: May 5th, 2022

- A. *Monthly Rent of CI\$900.00 (Nine Hundred Cayman Islands Dollars) paid on the first (1st) day of each month to hold unto the Tenant for the term of 12 (Twelve Months commencing on May 5th, 2023, and the total rent for the term the Tenant agrees to pay the Landlord is CI\$10,800.00 (Ten Thousand Eight Hundred & 00/100 Cayman Islands Dollars). The Tenant accept all conditions and policies set forth here in this lease agreement accepting said Clause 2 and all Terms, Clauses and, Sub-clauses hereafter.*

...

4. Rent:

The Tenant agrees to pay to Landlord in advance at the commencement date of this Lease and thereafter on the first day of each and every consecutive calendar month hereafter, money order, cash, or cashier's check, the monthly rental amount set forth herein above. For purposes of this Lease Agreement it shall be irrefutable presumed that Tenant has not paid rent unless Tenant on a date other than the first date of the month, the Tenant shall be responsible for paying Landlord a prorated amount of said rent payable in advance to Landlord. All late fees and returned or dishonoured check fees referred to in Clause Five (5) of this Agreement shall be deemed as additional rent for the purpose of this agreement. The Landlord and Tenant agrees that monies cannot be deduct from the monthly rent due as per Clause 2 for any fees or charges for payment of any services for repairs or levy any charges against the monthly rent for delays in maintenance and servicing repairs. The Tenant must report all maintenance and servicing to the Landlord within 24 hours of said matters occurring. The Landlord agrees to expedite said maintenance and servicing in a timely manner to alleviate the Tenant from any distress during occupancy.

5. Late Payments and Returned Checks and Charges:

A. A seventy-five 00/100 dollars (\$75.00) sum will be due as late fee for rent received after 5:00pm on the third (3rd) day of the month.

...

F. All such charges set forth in the preceding section of this paragraph five (5) shall be deemed additional rent for the purposes of this lease agreement and Landlord shall be required to give Tenant statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three day notice period for non payment of rent.

...

16. **Default by Tenant:**

E. The Tenants agree to pay to the Landlord/Agent service and attorneys fees and all expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rents, outstanding utilities, purchase and installation of new fixtures/fittings, purchase new furniture/appliances which was a direct result of negligence or damage above normal wear and tear by the Tenant.

17. **Liquidated Damages:**

In addition to all other damages to which Landlord is entitled as set forth herein, in the event the Tenant defaults under the terms of this lease as provided in paragraph 18, the Tenant shall be responsible to the Landlord for damages for unpaid rent, unpaid rent during the notice period pursuant to paragraph 16, late charges, attorney's fees, and/or fee paid to any collection agency, cost and other special and general damages appearing thereto. It is hereby expressly recognized and caused to Landlord, its successors and/or assigns, resulting from a breach by Tenant of the covenants contained in this lease agreement, can be determined. For purpose of liquidated such damages, other than for damages to the subject demised premises above and beyond normal wear and tear, NSF charges and other special damages, attorney's fees and cost, it is agreed that in the case of any breach by the Tenant of the covenants contained herein the damages for arrears of rent and late charged caused shall be and are herby (sic) fixed, liquidated and determined to be equal to the rent and late charges accruing up through the end of the month in which Tenant vacates the apartment plus an additional amount equal to rent and late charges for two additional months after the date of said breach. The Landlord, its successors and assigns are herby (sic) given the right to recover said damages from Tenant by use of any appropriate legal means. These liquidated damages are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges, and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.

23. **Attorney's Fees:**

In the event legal action is instituted to enforce this agreement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding, before any appellate tribunal. In the event the Landlord employs the services of a collection agency to collect any money owed Landlord by Tenant, Tenant shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred thereby the Landlord, in addition to all other amounts owed.

6. The Plaintiff will rely upon the true construction and effect of the aforementioned terms of the Lease at trial.
7. In breach of the terms of the Lease, the Defendant failed to make payments as and when due and the Plaintiff has suffered loss and damage as a result.
8. As at 1 April 2024 the Defendant is indebted to the Plaintiff in the sum of CI\$5,961.72.
9. On or around 12:50 p.m. on Wednesday, 15 May 2024, the Defendant was personally served with a Demand letter from HSM Chambers dated 15 May 2024 demanding payment of the principal sum of CI\$5,961.72 within 7 days of service ("the Demand").
10. The Defendant failed to comply with the terms of the Demand and, as at 3 September 2024, the Defendant is indebted to the Plaintiff in the sum of CI\$6,021.49 being the principal sum together with interest thereon at the Statutory rate of 2.375% per annum from 1 April 2024 at the rate of \$0.39 per diem in accordance with the Judicature Act (2021 Revision), and the Judgment Debts (Rates of Interest) Rules, 2021.
11. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$5,961.72 being the principal sum due;
- b) Pre- and post-Judgment interest from 1 April 2024 in accordance with the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules, 2021 at the rate of 2.375% being \$0.39 per diem.
- c) Fixed costs of CI\$175 pursuant to the *Summary Court Rules 2004*, alternatively costs to be assessed; and
- d) Such further and other relief as this Court may deem just.

HSM chambers

**HSM Chambers
Attorneys-at-Law**

**HSM Chambers
Attorneys-at-Law for the Plaintiff**

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$5,961.72 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150 pursuant to the *Summary Court Rules 2004*.

If, within the time for returning the acknowledgement of service, the defendant pays the Plaintiff or its Attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or to its Attorneys-at-Law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 10.
2. The prescribed rate of interest is 2.375% per month.
3. The date from which interest is payable is from 1 April 2024.
4. The amount of interest accruing due each day is CI\$0.39.

This **AMENDED** PLAINT was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref:419892-0008)

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Plaintiff

AND

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Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant name and address:–

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

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 Plaint is acknowledged accordingly.

Dated this day of 2024

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]

1.

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.