



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2024

B E T W E E N:

- 1. WILFRED DOUGLAS**
- 2. MAY PROTACIO DOUGLAS**

Plaintiffs

AND

- 1. THOMAS OLLEN DOUGLAS**
- 2. DORTHA GREENIDGE**

Defendants

WRIT OF SUMMONS

TO:

Thomas Ollen Douglas
69 Hutland Road
North Side
Cayman Islands

Dortha Greenidge
65 Hutland Road
North Side
Cayman Islands

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 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 495, Grand Cayman, KY1-1106, Cayman Islands, 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 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.

STATEMENT OF CLAIM

1. The First Plaintiff is and was at all material times a resident of the Cayman Islands with his primary address at 23 Tennyson Street, Bodden Town, Grand Cayman, Cayman Islands.
2. The First Defendant (“D1”) is an individual who was at all material times a resident of the Cayman Islands with his primary address at 69 Hutland, North Side, Cayman Islands.
3. The Second Defendant (“D2”) is an individual who was at all material times a resident of the Cayman Islands with her primary address at 65 Hutland, North Side, Cayman Islands.
4. In 2022 the Plaintiff was made absolute title holder of the property with registration section North Side, Block 49B Parcel 78 (“the Property”) having legally acquired it from his mother prior to her death.

Acts of the First Defendant

5. D1 resided on the Property without the Plaintiffs permission prior to the change of title of the Property and for the ensuing two years.
6. D1 and other occupants of the Property were given a circular in 2022, giving them notice to vacate the property.
7. All occupants with the exception of D1 left the property. However, D1 remained on the Property,
8. D1 has remained belligerently as a trespasser and continued to make use of unlawful electrical connections with the assistance of D2, allowing the Property to be used for the consumption of illegal drugs and other illegal activities.

9. D1 has also assaulted the Plaintiff on occasion when he has attempted to remove him from the Property and has created a nuisance which has prevented the Plaintiff the enjoyment and lawful use of his property.
10. On the 8th of April 2024, the Attorney for the Plaintiff wrote to D1 demanding that he vacate the Property by the 20th of April 2024 or face further legal action which included criminal prosecution and civil damages for loss of rental income and damages to the Property.
11. D1 has defiantly remained on the Property.

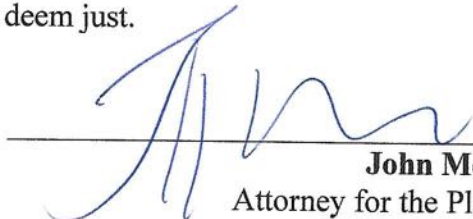
Acts of the Second Defendant

12. D2 has on occasion visited the Property where she engaged with tenants of the Plaintiff through various means of harassment and intimidation, to the extent that she unlawfully evicted tenants from the Property without the Plaintiffs consent.
13. Five tenants have terminated their lease agreements with the Plaintiffs due to the ongoing and historic interference and harassment of tenants by D2.
14. The harassment and intimidation of tenants by D2 has included sending her daughter and granddaughter to have altercations with them, causing them to become fearful and to eventually vacate the property.
15. In general the tenants are fearful of D2 as a result of her ongoing interference and obstruction.
16. D2 has unlawfully removed items from the Property including sheets of plywood that were used to construct the fence around the Property.

17. D2 permitted D1 to unlawfully supply the Property with electricity and water supply from her neighbouring property. These connections were made without the Plaintiffs knowledge and without the requisite Planning Department and electricity provider permission.
18. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFFS claims:

- a) That this Honourable Court orders the First Defendant to vacate the Property immediately.
- b) Compensation to the Plaintiffs for the market value of rental payments foregone due to the First Defendants unlawful occupation of the Property.
- c) Compensation to the Plaintiffs of the cost to repair the damage to the Property caused by the First Defendant and the Second Defendant.
- d) Interest to 30 September 2024 at the rate of 18% per annum in accordance with the rent that has been foregone by the Plaintiffs and cost to repair the damages to the Property caused by the First Defendant and the Second Defendant;
- e) Pre and post judgment interest in accordance with the *Judicature Act (2021 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- f) Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
- g) Such further and other relief as this Court may deem just.



John Meghoo
Attorney for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the loss of rental income is to be assessed. The amount of the filing fees to commence the proceeding is CI\$200.00 If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiffs or to their attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 5 above;
2. The prescribed rate of interest is 2 3/5% per annum;
3. The date from which interest is payable is 31 August 2022;
4. The total interest claimed as at 30 September 2024 is to be assessed.
5. The amount of interest accruing due each day is to be assessed.

This WRIT OF SUMMONS was filed by John Meghoo, Attorney-at-Law for the Plaintiff whose address for service is Waterfront Center, 2nd Floor, 28 Seafarers Way George Town, Grand Cayman, Cayman Islands

No.8

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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 Acknowledgement 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.

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or principal 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.

John Meghoo
Attorney-at-Law
265 Smith Road
Palm Grove, 2nd Floor
George Town
Grand Cayman KY1-1104
CAYMAN ISLANDS

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

