

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. G

OF 2026

DAVID MERRIOTT

Plaintiff

-AND-

CHERRIE KELLY

Defendant

WRIT OF SUMMONS

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, P.O. 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 of Service within the time stated, or if you return the Acknowledgment of Service without stating therein your 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 22 day May 2026

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 Acknowledgment of Service are given with the accompanying form.

See overleaf for particulars of the Plaintiff's claim

This **Writ of Summons** is filed by H. Phillip Ebanks Law, Attorney-at-Law for the Plaintiff, whose address for service is Grand Pavilion Commercial Centre Suite W4, 802 West Bay Road, PO Box 10134, Grand Cayman KY1-1002 Cayman Islands.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a resident of the Cayman Islands.
2. The Defendant is and was at all material times a resident of the Cayman Islands.
3. On or about 31 May 2025 the Defendant entered into a Tenancy agreement with the Plaintiff dated 31 May 2025 (the "Tenancy Agreement")(copy attached) in respect of the property located at #114 South Shore ("the Property").
4. The payment terms of the Tenancy Agreement pursuant to clause 1.2 thereof were/are that the Defendant do pay to the Plaintiff a Security Deposit of KYD\$ 3,200.00 and a monthly rent of KYD\$ 3,200.00 from 15 June 2025.
5. The Defendant paid the said Security Deposit and KYD\$ 1,600.00 on or about 13 June 2025 in respect of her first two (2) weeks rent to 30 June 2025 but has failed to make payments of rent pursuant to the Tenancy Agreement for the 6-month period thereafter up to 31 December 2025 save for a payment in cash of KYD\$ 3,200.00 in respect of rent due for November 2025.
7. Accordingly, the Defendant owes the Plaintiff unpaid rent of KYD\$ 16,000.00 (i.e. 5 x KYD\$ 3,200.00).
8. On or about 3 February 2026 the Defendant owed the Plaintiff KYD\$ 21,274.16 (the "Debt") as a result of breaching the payment terms under the Tenancy Agreement and the damages terms under clause 11 of the Tenancy Agreement. The Debt is comprised of the following:

	Amount (KYD)
(a) unpaid rent of KYD\$ 16,000.00 (less Security Deposit of KYD\$ 3,200.00)	12,800.00
<u>Damages</u>	
(b) Carpet cleaning and sanitizing costs	2,121.75
(c) Replacement cost of destroyed sofa (KYD1,500) and balcony stone top Coffee table (KYD200)	1,700.00
(d) Unpaid electric bill (including reconnection fee)	1,460.00
(e) Unpaid water bill	184.41
(f) Lock replacement (keys not returned)	175.00
(g) Replacement cost of 2 destroyed carpets	2,833.00
TOTAL	21,274.16

8. The Plaintiff previously made demand for payment of the Debt by letter dated 4 February 2026 sent from the Plaintiff's attorney to the Defendant.

9. The Defendant breached the Tenancy Agreement by failing or refusing to pay the rent as Agreed and to make payment upon demand.

10. In the circumstances the Plaintiff's claim is for the total Debt comprised of KYD\$ 21,274.16 as set out at paragraph 8 above.

10.1 and post judgment interest on the Debt pursuant to the Judgment Debts (Rates of Interest) Rules (2021 Revision) at the rate of 2 3/8% per annum continuing from the date of judgment until all sums outstanding under the Tenancy Agreement are paid in full; and

10.2 costs, to be taxed if not agreed.

AND THE PLAINTIFF CLAIMS:

1. The Debt of KYD\$ 21,274.16;
2. Post judgment interest on the unpaid Debt pursuant to the Judgment Debts (Rates of Interest) Rules (2021 Revision) at the rate of 2 3/8% per annum continuing from the date of judgment until all sums outstanding under the Tenancy Agreement are paid in full.
3. Costs, to be taxed if not agreed.
4. Such other relief as this Honourable Court sees fit.

Dated this 3 day of June 2026



H Phillip Ebanks

Attorney-at-Law for the Plaintiff

INDORSEMENTS**LIQUIDATED DEBT OR DEMAND**

The amount claimed in respect of the liquidated debt or demand is KYD\$ 21,274.16 and is made up as follows:

Unpaid rent:	KYD\$ 12,800.00
Damages:	KYD\$ 8,474.16

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or his attorneys-at-law KYD\$ 21,274.16 plus fixed costs of KYD\$ 4,000.00, the filing fee of KYD\$ 200, and the *ad valorem* fee of KYD\$ 213.00, further proceedings will be stayed.

INTEREST

There is no interest provision in the Tenancy Agreement but post-judgment interest pursuant to the Judgment Debts (Rates of Interest) Rules (2021 Revision) at the rate of 2 3/8% per annum continuing from the date of judgment until all sums outstanding under the Tenancy Agreement are paid in full, will be claimed should payment in full not be made by such time judgment may be ordered.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, 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 endorsed on the Writ (i.e. the words “Statement of Claim” appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

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 fourteen (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, 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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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

BETWEEN:

CAUSE NO. G

OF 2026

DAVID MERRIOTT

Plaintiff

-AND-

CHERRIE KELLY

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 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 the proceeding (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 proceeding, 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 the Defendant

Signed: _____
Defendant in person

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 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.

H Phillip Ebanks

ATTORNEY-AT-LAW
GRAND PAVILION COMMERCIAL
CENTRE, SUITE W4, 802 WEST
BAY ROAD, PO BOX 10134 GRAND
CAYMAN KY1-1002
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.

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