

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC0027 of 2016

BETWEEN:

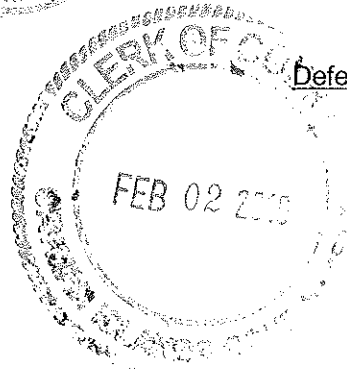
Tania Ann Davies



Plaintiff

AND:

Brynley I'Anson Davies



Defendant

To the Defendant

610 South Church Street, Grand Cayman 945 2217 or 916 8737
or
c/o Image Holdings, Transnational House, West Bay Road
945 3737

PLAINT

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 Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form 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 Acknowledgement of Service form.

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

Issued this 2nd day of February 2016

See overleaf for particulars of the Plaintiff's claim

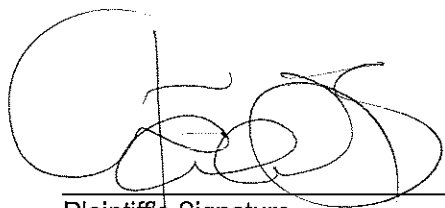
PARTICULARS OF CLAIM

(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. On 12 February 2015 the Defendant drafted an agreement, signed it, then sent it to me to sign and return to him.
2. The agreement covered the conditions under which my payment of a half share of a deposit to Winchester College would be returned to me.
3. Recital 2. of the agreement stated that within 5 (five) days of GBP1,000 of the deposit being credited against the first term's fees the Defendant would pay me my half share of that GBP1,000.
4. GBP1,000 was credited against the first term's fees at Winchester College on 6 September 2015.
5. Under the terms of the agreement the Defendant was therefore due to pay me GBP500 on 11 September 2015.
6. Despite a number of requests by me, the Defendant has refused to honour his agreement and pay me GBP500.

AND the Plaintiff claims:

- 1 The sum of GBP500.
- 2 Interest in the sum of GBP 4.68 calculated at the prescribed rate from 11 September 2015 to date.
- 3 Interest to continue until this matter is settled.
- 4 Fixed costs of C\$205, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P. O. Box 30866
Grand Cayman
KY1-1204

516 - 2381
tania@candw.ky

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Plaintiff

AND:

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's 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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

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