

No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 68 of 2016

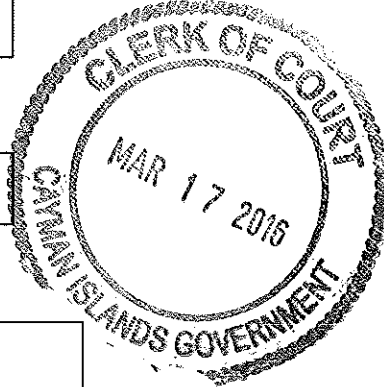
BETWEEN:

Albert Schmidberger

Plaintiff

AND:

Simon Fenn



Defendant

To the Defendant

59 Parkside cl.

THIS PLAINT has been issued against your 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 <sup>17<sup>th</sup></sup> day of March 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. By an oral agreement made on 20 January 2015, between the Plaintiff and the Defendant ("the agreement") it was agreed that the Plaintiff would purchase the Defendant's BMW 318CI 2003 ("the vehicle") for the purchase price of \$CI 8536.59, on the condition that the Defendant would make the necessary repairs ("the repairs") to the convertible top of the vehicle.
2. Pursuant to the agreement, the Plaintiff paid the Defendant the purchase price of the vehicle and took possession of it.
3. The Plaintiff paid \$CI 2,989.79 for the repairs on 31 December 2015. The Plaintiff notified the Defendant of the cost of the repairs numerous times via e-mail and text message, to which the Defendant has been completely unresponsive. The Defendant is in breach of contract as he has not paid the sum of \$CI 2,989.79 or any part thereof in respect to the repairs as promised and that sum remains due and owing to the plaintiff.
4. By reason of the foregoing, the Plaintiff has suffered a loss of \$ CI 2,989.79.

AND the Plaintiff claims:

- 1 The sum of \$CI 2,989.79
- 2 Interest in the sum of \$ CI 75 \_\_\_\_\_, calculated at the prescribed rate from Dec. 31, 2015 to date.
- 3 Fixed costs of \$ CI 250 \_\_\_\_\_, alternatively costs to be assessed.

A Schmalberger  
Plaintiff's Signature

Plaintiff's address for service

Ernst and Young  
62 Forum Ln.  
Camana Bay

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 not 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).

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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.