

PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC. 113 OF 2016

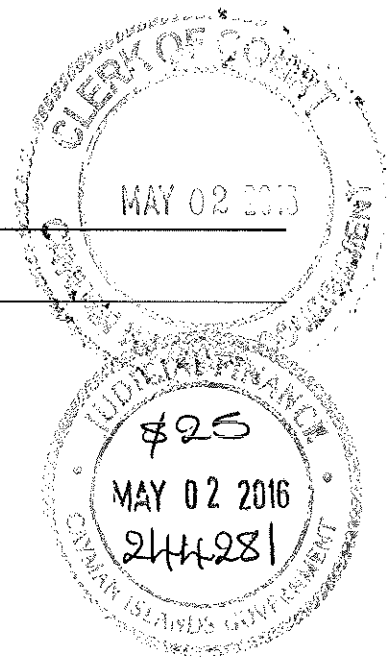
BETWEEN: Frank Brewster 1st PLAINTIFF
AND: FB Auto 2nd PLAINTIFF
AND: Charlene McLean DEFENDANT

THIS PLAINT has been issued against you by the above-named Plaintiffs 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's Office, P.O.Box 495,GT,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 Acknowledgment of Service form.

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

Dated this 2nd day of May, 2016.



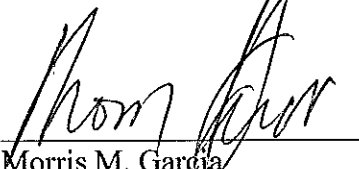
PARTICULARS OF CLAIM

1. The 1st plaintiff resides in Grand Cayman and is the owner/manager of the 2nd plaintiff.
 2. The defendant resides in Grand Cayman.
 3. On or around August 1, 2013 the plaintiffs entered into a motor vehicle sale and purchase agreement('the agreement') with the defendant for the sale to the defendant of a silver 2002 Honda Accord motor vehicle at the price of CI\$9,500.00.
 4. The agreement provided, inter alia, that upon the defendant paying an initial deposit of CI\$2,000.00 to the plaintiffs, the plaintiffs would transfer the vehicle's title to the defendant provided the defendant agreed to pay to the plaintiffs the balance of the purchase price of CI\$7,500.00 over a period of fifteen months at the rate of CI\$500.00 per month.
 5. That the defendant paid CI\$2,000.00 deposit to the plaintiffs leaving a balance of CI\$7,500.00 which she agreed to repay as per paragraph 4 above. Whereupon the plaintiffs transferred the vehicle's title to the defendant and thereafter the defendant took possession of the vehicle.
 6. That since the payment by the defendant of the initial deposit of CI\$2,000.00 further sums of CI\$1,300.00 (CI\$500 on Jan 30, 14; CI\$400 on April 3,14 and CI\$400. on Jun 3, 14) have been paid for a total payment of CI\$ 3,300.00, leaving a balance of CI\$6,200.00 . No further payments were made since June 3, 2014
 7. The plaintiffs have requested the payment of the said balance of CI\$6,200.00 from the defendant without success.
- +
8. In the premises, the said sum of CI\$6,200.00, with interest from July 1, 2015 to date of payment remains due and owing from the defendant to the plaintiffs.

WHEREFORE THE PLAINTIFFS CLAIM FROM THE DEFENDANT

- (a) The said sum of CI\$6,200.00
- (b) Costs of CI\$205.00
- (c) Interest pursuant to the Judicature Law (2007 Revision) and the Judgment Debt Rates of Interest Rules as amended from time to time
- (d) Such further and/or other relief as the Court deems just.

DATED this 2nd day of May, 2016 .



Morris M. Garcia

STATEMENT REGARDING INTEREST

Calculation ion of interest from July 1, 2015 at 2 3/8% per annum until payment.

Schedule of Interest Calculated

Calculation of interest at daily rate= $\$6,200 \times 1/365 \times 19/8$

Daily rate of interest from July 1, 2015 until payment = CI\$ 0.40 per day until payment

Filed by Morris Garcia, 5th Floor, Genesis Bldg, G.T. Grand Cayman, attorney-at-law for the plaintiffs.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the defendant says that he/she/they is/are not liable to the plaintiffs, or is/are not liable for the full amount claimed)

Defendant's signature

REMINDER:

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