

No. 1  
Plaint

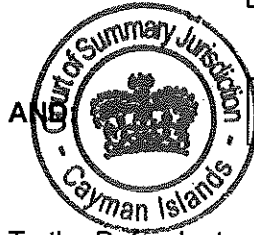


IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 72 of 2017

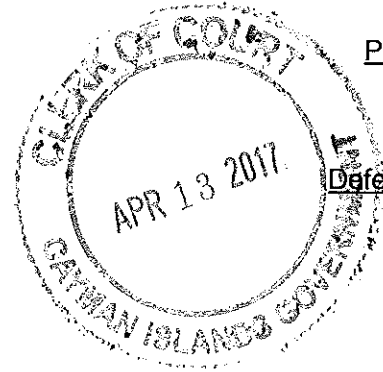
BETWEEN:

Shara Elizabeth Williams



Glenville O. Robinson

To the Defendant



Plaintiff

Defendant

Glenville O. Robinson

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 day of 20

See overleaf for particulars of the Plaintiff's claim

## PARTICULARS OF CLAIM

1. On the 30<sup>th</sup> December 2016 the Plaintiff paid the Defendant, a Mechanic by profession; the sum of Two Thousand Cayman Islands Dollars for a 2001 Honda Stream 2000cc, Policy Number MTR07585, VIN Number JHMRN38401C206146.
2. The vehicle was subsequently insured with Island Heritage Insurance on the 3<sup>rd</sup> January, 2017 by the Plaintiff
3. The vehicle was then rendered to the Plaintiff on the 6<sup>th</sup> January, 2017 after it had been cleaned by the Defendant.
4. On receipt of the vehicle the Plaintiff was informed by the Defendant that the vehicle was in good working order and that the engine was perfect.
5. On servicing the vehicle, a week later, it was discovered that the air hose was cut and that the right and left wheels were rattling.
6. The Defendant was subsequently informed and trusting in his capacity as a Mechanic he advised that this was a minor issue that could be resolved with the purchase of a left and right ball joint and left and right link bar as well as an air hose filter.
7. The Plaintiff subsequently purchased the left and right front link from Parker's in the sum of \$50.98 KYD and the air hose filter from Car City in the sum of \$40 KYD.
8. The Plaintiff's husband subsequently made repairs to the vehicle
9. The vehicle showed signs of issues on the 26<sup>th</sup> March 2017.
10. The Plaintiff then made a complaint to the Defendant on the 29<sup>th</sup> March, 2017 and the Defendant agreed to run a diagnostic test on the vehicle.
11. The Defendant reported that diagnostics tests revealed that there were issues with the shifting gear and that it could be resolved by cleaning same with brakes same
12. The Plaintiff subsequently adhered to the Defendants advice and cleaned the brakes on 31<sup>st</sup> March.
13. Having still encountered issues with the vehicle and suspecting that the vehicle had transmission issues the Plaintiff reported the matter to the Defendant, who informed her that that was her issue.

14. The Plaintiff then reported the matter to Investigating Officer PC 368 Morgan, from the George Town Police Station on 5<sup>th</sup> April 2017.
15. Upon reporting the matter, the Investigating Officer PC 368 Morgan, called the Defendant and asked the Defendant if he sold the Plaintiff the vehicle with a transmission problem.
16. The Defendant then reported that he sold the vehicle 'as is' and wrote same on the receipt.
17. The Plaintiff subsequently did diagnostic test at Tony's Toys on April 11, 2017 which confirmed that there was indeed a transmission problem and that it needed to be either rebuilt or be replaced.
18. The Claimant is entitled to the sum of Two Thousand Dollars for reimbursement for the payment of the vehicle and the subsequent costs of repairs incurred.

AND the Plaintiff claims:

- 1 The sum of \$2240.98 KYD
- 2 Interest in the sum of \$ 0.00 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 0.00, alternatively costs to be assessed.

*S. Williams*

\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

146 Logwood Way,  
Prospect,  
Apt.# 3 PO Box 1730, KY1-1109

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**