

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No: SC 146 of 2017

BETWEEN: BRYAN EBANKS t/a CAPTAIN BRYAN'S

PLAINTIFF

AND: ROLLIN JACKSON t/a TROPICANA TOURS LTD. DEFENDANT



To The Defendant:

Rollin Jackson t/a Tropicana Tours Ltd.
PO Box 2071GT
Grand Cayman KY1-1105



THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out the next page.

Within 14 days after service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement 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 20th day of July 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is the owner of Captain Bryan's Water Sports.
2. The Defendant is the owner of Tropicana Tours Ltd.
3. The Plaintiff and the Defendant entered into a verbal agreement on or about 22nd May 2016 whereby the Defendant would hire the Plaintiff to transport tourist to various parts of Grand Cayman on behalf of Tropicana Tours Ltd. The Plaintiff would use his own bus and driver.
4. The Plaintiff as agreed carried out transporting the tourist to various parts of Grand Cayman from the 22nd May 2016 until 7th July 2016. The cost to transport the tourist depended on each destination where the Plaintiff was directed to take them.
5. That the total cost to transport the tourist from 22nd May 2016 until 7th July 2016 amounted to CI\$5,482.50. The Defendant has paid to the Plaintiff the sum of CI\$3,065.50 leaving a balance of CI\$2,417.00.
6. In breach of the agreement the Defendant owes to the Plaintiff the outstanding balance of CI\$2,417.00.
7. Despite written demands to the Defendant the outstanding balance remains due and owing.
8. The Defendants has failed to pay the total balance of CI\$2,417.00 due owing to the Plaintiff who has suffered loss in that amount.

And The Plaintiff Claims Against The Defendant:

1. The principal sum of CI\$2,417.00
2. Interest CI\$ 609.29 (\$2,417 x 2.75% (2 3/8) pa = \$664.67 pa divide by 12 mths. = \$55.39 pm divide by 30 days = \$1.85 pd. Interest due for the period September 2016 to July 2017 = \$609.29)
3. Costs of CI\$150.00 or alternatively costs to be assessed
4. Filing and Bailiff Fees.


Signed: Bryan Ebanks

Dated this 17th day of July 2017.

To: The Defendant, Rollin Jackson t/a Tropicana Tours Ltd.
PO Box 2071GT, Grand Cayman KY1-1105.

THIS PLAINT was filed by the Plaintiff whose address is 416 Birch Tree Hill, West Bay, PO Box 31058, Grand Cayman K1-1205.

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AND: ROLLIN JACKSON t/a TROPICANA TOURS LTD. DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address:
2. Rollin Jackson t/a Tropicana Tours Ltd.
P.O. Box 2071
Grand Cayman KY1-1105

3. State whether the Defendants intends to contest the action.

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.

Yes

No

5. If you do intend to contest the action, in whole or in part, you must set out full particulars of defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

.....
Defendants Signature

Dated this day of 2017

See Overleaf

PARTICULARS OF DEFENCE

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

.....
Defendants Signature

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