

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 204 of 2017

BETWEEN:

THE BEACH CLEANER LTD

Plaintiff



AND:

TOMMY SOFIELD

Defendant



Plaint

To the Defendant

Tommy Sofield
1562 Austin Connolly Dr.,
East End,
Grand Cayman



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 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 _____, 2017

See overleaf for particulars of the Plaintiff's claim.

STATEMENT OF CLAIM


1. The Plaintiff is and was at all material times a Company duly incorporated in the Cayman Islands and carrying on the business of beach cleaning and removal of beach debris.
2. The Defendant is the owner of beach properly situated at Austin Connolly Drive, Grand Cayman, Cayman Islands.
3. Between the 6 and the 7 of June 2017 on the Defendant's request of the Plaintiff to clean and remove debris from the Defendant's beach, the Plaintiff provided its beach cleaning services to the Defendant and did clean the Defendant's said beach at Austin Connolly Drive.
4. It was a term of the agreement between the parties at the time that the Defendant requested the Plaintiff's said beach cleaning services that the Defendant would pay the Plaintiff's invoice as soon as it was rendered.
5. The Plaintiff presented his invoice for the work done for the Defendant but the Defendant refused to pay to the Plaintiff the sum of CI\$ 1,700:00 invoiced to him.

And The Plaintiff Claims:-

1. The Sum of CI\$ 1,700:00;
2. Interest at the rate of 8 3/8% from the date of 7 June 2017 to the date of Judgment;
3. Costs of CI\$ 300:00;
4. Court Cost CI\$ 25:00.

Such Further or other relief as the Court deem fit.

Dated this 3 day of October 2017



A. Steve McField & Associates
Attorneys for the Plaintiff

To: The Clerk of the Court
And to: The Defendant

THIS Plaintiff was **FILED** by **A. STEVE MCFIELD & ASSOCIATES** of P.O. Box 680 GT, Grand Cayman, KY1-1107, Cayman Islands, Suite D2, Cayman Business Park, 10 Huldah Avenue, Attorneys-at-Law, whose address for service is that of his said Attorney-at-Law.

BETWEEN: THE BEACH CLEANER LTD Plaintiff

AND: TOMMY SOFIELD Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address-

Tommy Sofield
1562 Austin Connolly Dr.,
East End,
Grand Cayman

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

Yes

No

3. 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

4. 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 Plaint is acknowledged accordingly.

.....
Defendant's Signature

Dated this day of 2016

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)

.....
Defendant's 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.