

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. G 113 OF 2018

**BETWEEN:**

**JEFFREY DALE MARSHALL**

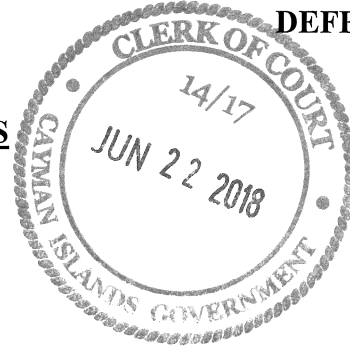
**PLAINTIFF**

**AND:**

**ORLA GISELLE BENNETT**

**DEFENDANT**

**WRIT OF SUMMONS**



To: Mrs. Orla Giselle-Bennett  
36 Kimberly St.  
Savannah, Grand Cayman  
Cayman Islands

-OR-

c/o Saxon Insurance Company, Eastern Avenue

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

Within Fourteen days (14) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 21<sup>st</sup> day of June, 2018

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form

**STATEMENT OF CLAIM**

1. The Plaintiff was at all material times, an acquaintance of the Defendant. The Defendant is a native of Honduras and is married to a Caymanian. She resides and works in the Cayman Islands.
2. The Defendant agreed to purchase United States dollars using Cayman Islands currency that was provided to her by the Plaintiff. The Defendant assured the Plaintiff that she would get the United States dollars at a rate lower than what the Plaintiff would get if he purchased it from the banks.
3. This favour would continue over a period of time and the Plaintiff would give small amounts of cash to the Defendant and the Defendant would return the US equivalent a few weeks later to the Plaintiff. Everything was going well and the Plaintiff developed a trust in the Defendant.
4. On or around 21<sup>st</sup> October 2016, the Defendant again agreed to purchase US dollars for the Plaintiff and the Plaintiff transferred CI\$40,880 from his saving account No. 112995 at the CICSA Cooperative Credit Union Bank (“Credit Union Bank”) to the account of the Defendant at the said Credit Union Bank being account No. 122663.
5. The Defendant told the Plaintiff that she would give him the equivalent amount in United States dollars within 4 weeks of receipt of the CI\$40,880.00.
6. When the 4 weeks expired and the Defendant failed to contact the Plaintiff, the Plaintiff contacted the Defendant on or around 21<sup>st</sup> November 2016 and asked the Defendant for the US dollars that she agreed to purchase for him. The Defendant told the Plaintiff that she was getting the money and he should give her a couple more weeks.
7. The Plaintiff waited a couple more weeks and then contacted the Defendant again. The Defendant made up all sorts of excuses including that she had problems getting the US

dollars exchange on the CI\$40,880.00 and some relative was getting the money for her. The Plaintiff continued to ask the Defendant for the US equivalent or the refund of his CI\$40,880.00 but the Defendant kept making all sorts of excuses and each time would ask for more time to get the US equivalent. The Defendant assured the Plaintiff that he would get his money back.

8. That on one occasion, the Plaintiff's wife contacted the Defendant about the refund of the Plaintiff's money. The Defendant told the Plaintiff's wife that she did not have the money as she had sent the money to Honduras and she was going to borrow the money from the bank and return the funds in full to the Plaintiff.
9. On another occasion the Defendant told the Plaintiff and his wife that she had applied for a loan at the Credit Union Bank to repay the Plaintiff the CI\$40,880.00.
10. The Defendant also told the Plaintiff and his wife that she had also applied for a loan at CIBC First Caribbean Bank and Royal Bank of Canada and she would repay the full amount as soon as she received the money.
11. The Defendant assured the Plaintiff that he would get his money back and even told him the name of the officer who was processing her loan application at one of the banks. The Plaintiff relied on the Defendant's assurance to his detriment.
12. Although there was no agreement to accept repayment of the monies by installment, the Plaintiff had no choice than to accept payment as and when the Defendant did so. The Defendant has stopped making payments. The last payment to the Plaintiff was in the amount of CI\$1,000.00 on 20<sup>th</sup> March 2018 and the Defendant has made no further payments to date.
13. The Defendant has paid back a total of CI\$5,320.00 but the amount of CI\$35,480.00 remains due and owing.

14. Despite many efforts to recover the outstanding sum of CI\$35,480.00 and the many promises by the Defendant to settle the case out of court, the balance remains due and owing to the Plaintiff. The Plaintiff has given up all hopes of arriving at an amicable resolution.
15. The Defendant is in breach of the said agreement in that she failed to purchase and or provide the Plaintiff with the United States dollars that is equivalent to CI\$40,880.00 as agreed between the parties on or around 21<sup>st</sup> October, 2016.
16. As a result of the breach, the Plaintiff has suffered loss and damage.
17. The Plaintiff is entitled to, and claims interests pursuant to the Judicature Law on the amounts found to be due to him at such rate and for such period as the Court thinks fit.

AND THE PLAINTIFF CLAIMS:

- (i) The amount of CI\$35,480.00
- (ii) Pre-Judgment and Post Judgment Interests.
- (v) Costs

Dated this 21<sup>st</sup> day of June, 2018

*Facey-Clarke & Associates*  
Facey-Clarke & Associates  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Facey-Clarke & Associates, Attorneys-at-law for the Plaintiff herein whose address for service is that of his said Attorneys-at-law, Unit 119, Ground Floor, Elizabethan Square, George Town, Grand Cayman, Tel: 345 917 6351



communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Facey-Clarke & Associates  
Barristers & Attorneys-at-Law  
P.O. Box 2545, Grand Cayman KY1-1104  
Unit 119, Ground Floor, Elizabethan Square,  
80 Shedden Road, George Town, Grand Cayman  
Cayman Islands, B.W.I.  
Email: [mclarke@candw.ky](mailto:mclarke@candw.ky)  
Tel: 345 917 6351

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's Attorney indorsement]