

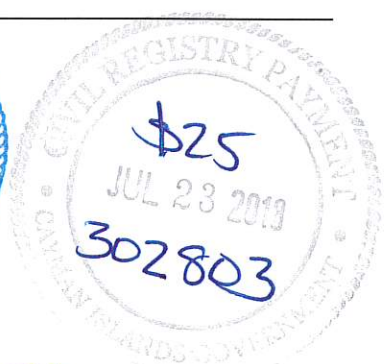
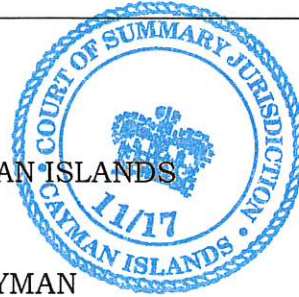
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PLAINT

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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO. SC 159 OF 2018

BETWEEN: Morris Garcia

PLAINTIFF

AND: Carl A. Leslie

DEFENDANT

TO: Carl A. Leslie  
Bodden Town, Grand Cayman



**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 PLAINT on you, counting the day of service, you must either satisfy the claim or return to the Court's Office, P.O.Box:495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest 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 further notice to you.

Issued this 23 day of July 2018.

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PARTICULARS OF CLAIM

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1. The plaintiff is a sole legal practitioner licensed to practice law in the Cayman Islands.
2. The defendant lives in Bodden Town and is and was at all material times a client of the plaintiff.
3. The Defendant retained the plaintiff to provide contractual legal services to the defendant in his divorce proceeding being Cause No. Fam: 0126 of 2016.
4. That it was agreed between the parties that the total cost will be CI\$3,000.00. It was further agreed that the defendant would pay down an initial deposit of CI\$1,500.00 with the balance of CI\$1,500.00 to be paid at completion of the divorce.
5. The defendant duly paid the CI\$1,500.00 and the plaintiff commenced the divorce proceeding. The decree of divorce has now being pronounced thereby completing the divorce .
6. The plaintiff has requested the payment from the defendant of the balance of CI\$1,500.00 but he has failed/refused to pay the money to the plaintiff in breach of contract.
7. The plaintiff has suffered loss and damage as a result of the defendant's breach

**WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT**

- a) Damages in the sum of CI\$1,500.00
- b) Fixed costs of CI\$150.00 plus filing fees or costs to be assessed.
- c. Pre- and Post Judgment interest from July 23<sup>rd</sup> , 2018 to date of full payment at the prescribed rate of 2 3/8% per annum pursuant to the Judicature Law ( 2013 Revision) and the Judgment Debts( Rates of Interest )Rules, as amended from time to time
- d. Such further and/or other relief as the Honourable Court deems just.

DATED this 23 day of July 2018

  
Morris Garcia

## STATEMENT REGARDING INTEREST

1. Interest is claimed from the date of filing of the Plaintiff.
2. Rate of Interest is  $2 \frac{3}{8}\%$  per annum.
3. The amount of interest accruing each day from the issue of the Plaintiff is CI\$0. 10 cents per day.

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ACKNOWLEDGMENT OF SERVICE.

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IN THE SUMMATRY COURT OF THE CAYMAN ISLANDS

CAUSE N. SC

OF 2018

BETWEEN: MORRIS GARCIA PLAINTIFF  
AND: CARL A. LESLIE DEFENDANT

**ACKNOWLEDGMENT OF SERVICE**

1. State the 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 need 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 particulars of your defence overleaf.

Service of the PLAINT is acknowledged accordingly.

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Defendant's Signature

Dated this            day of            , 2018.

SEE OVERLEAF

**PARTICULARS OF DEFENCE**

( Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

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Defendant's Signature

REMINDER- This form must be taken or sent to the Court Office, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.