

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 165 OF 2018

BETWEEN: EVON G. ROBINSON



Plaintiff

AND:

JACK BUCKER

Defendant



PLAINT



To the Defendant

Jack Bucker
c/o Living the Dream Divers LTD
114 A West Bay Road
Grand Cayman, Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out in 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 Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 our **full particulars of your defence** in the space provided 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 the defence, the Plaintiff may apply for a **Default Judgement** without any further notice to you.

Issued this 27th day of July 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs are the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. On the 19th October 2017 the Plaintiff Evon Robinson and Mr. Jack Bucker signed a lease agreement that Mr. Bucker would rent a room located at #43 Sterling Estates, the residence of Mr. Robinson, on a month to month basis, the terms of the agreement are as follows: One month security deposit of CI\$750.00 and CI\$750.00 per month for rent, this including utilities, the lease agreement would be on a month to month basis.
2. Due to unacceptable behavior and blatant disrespect from the Defendant Mr. Bucker, in the weeks preceding to 19 June 2018. The Plaintiff Mr. Robinson gave the Defendant Mr. Bucker notice of vacate the premises on the 19th June 2018.
3. On the 3rd July 2018 the Defendant Mr. Bucker decided to vacate the premises, for this reason and this reason only, because the relationship over the previous 8 months was pleasant and there was of some level of trust the security deposit of CI\$750.00 was reimbursed to him in cash.
4. Mr. Robinson and his wife have extremely busy schedules and because of the level of trust that was placed on the defendant Mr. Bucker, the room was not inspected immediately upon his departure. Upon inspection of the room Mr. Robinson found that bed was completely damage, beyond repair.
5. The bed was **completely** damage, as if it took an instrument to break it apart (pics attached).
6. The Defendant ruined the Plaintiff's property without remorse or regard, and the Plaintiff should be reimbursed the full cost to replace the bed (invoice attached).
7. The Defendant should also pay interest at rate of the monthly rent as the Plaintiff has not been able to rent the said property.
8. All efforts made by the Plaintiff to resolve this amicably over the last couple of week has failed due to the Defendant's blatant disregard to communicate with the Plaintiff.

AND the Plaintiff claims:

- (1) The sum of CI\$1,250.00
- (2) Cost of replacement bed CI\$448.96 (invoice attached)
- (3) Interest in the sum of CI\$750.00 calculated at one month's rent, from 3rd July 2018.
- (4) Interest of CI\$15.00 per day from 3rd July until this matter is settled.

Evon G Robinson

EVON G. ROBINSON

Plaintiff's Signature

Plaintiff's address for service

2nd Floor Boundary Hall

Cricket Square

Tel: (345)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN:

EVON G. ROBINSON

PLAINTIFF

AND:

JACK BUCKER

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

Jack Bucker
c/o/ Living the Dream Ltd.
114 a West Bay Road
Grand Cayman
Cayman Islands

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 27th day of July, 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)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.