

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 22 OF 2019

BETWEEN:

CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

Plaintiff

AND

CYDONIE MOTHERSILL

Defendant

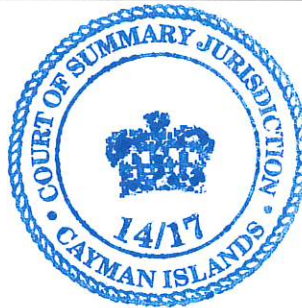


PLAINT



TO:

Cydonie Mothersill
103 Edison Drive
PO Box 30888
Grand Cayman, KY1-1204
Cayman Islands



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 Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment 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 5 day of February 2019.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times an authority organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is a resident of the Cayman Islands with a mailing address of P.O. Box 30888, Grand Cayman, KY1-1204, Cayman Islands.
3. The Plaintiff was at all material times engaged in providing ordinary, emergency and preventative medical care and treatment to residents and visitors in need of medical treatment. The Defendant required hospitalization and/or received treatment during the following periods: 6 June 2013 to 11 June 2013, 12 December 2015, 24 May 2016 to 31 May 2016 and 9 June 2016. There was no formal contract drawn between the parties.
4. The Plaintiff provided the Defendant with the following invoices following delivery of medical services (collectively "the Invoices"):

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Balance (KYD)</u>
2950199	06.06.2013	275.25
2950244	06.06.2013	631.06
2950554	06.06.2013	6.58
2951609	06.07.2013	271.17
2952186	06.11.2013	9448.53
2955414	06.11.2013	17.06
3797826	12.12.2015	794.11
3959824	05.24.2016	259.46
3960510	05.31.2016	61.99
3976615	06.09.2016	128.87
		\$11,894.08

5. The Defendant failed to make full payment of sums due in respect of the Invoices notwithstanding a payment request letter dated 12 February 2018 which was mailed to the Defendant by its attorneys, HSM Chambers, on the same date. Further, on or around 29 June 2018, the Defendant was personally served with a formal demand letter dated 6 March 2018.

6. Despite numerous attempts by the Plaintiff's attorneys, HSM Chambers, to negotiate a payment arrangement with the Defendant and to have it formalized by way of a promissory note, the Defendant has repeatedly neglected to attend HSM Chambers in order to have the promissory note signed as agreed. Moreover, the Defendant has not fulfilled the terms of the unsigned payment agreement.
7. To date, the Defendant has paid CI\$2,230.00 towards the CI\$11,894.08 debt as follows:
 - US\$1,500.00 [equivalent of CI\$1,230.00] on or around 21 December 2018;
 - CI\$500.00 on or around 22 January 2019; and
 - CI\$500.00 on or around 4 February 2019.
8. Accordingly, as of the 5 February 2019 the Defendant owed to the Plaintiff the principal sum of CI\$9,664.08. Further, the Plaintiff claims statutory interest pursuant to Section 34 Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 from 5 February 2019 and continuing at the daily rate of CI\$0.63 per diem.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$9,664.08. being the principal sum;
- b) Pre and post Judgment interest pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012 at the rate of 2.375% from 5 February 2019 continuing in the sum of CI\$0.63 per diem;
- c) Fixed costs to be assessed pursuant to the Summary Court Rules 2004;
- d) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$9,664.08 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 together with a claim for fixed costs of CI\$150 upon commencement of this claim. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. Interest is claimed pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012.
2. The prescribed rate of interest is 2.375% per annum.
3. The date from which interest is payable is calculated is from 5 February 2019 and continuing in the sum of CI\$0.63 per diem.

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CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

Plaintiff

AND

CYDONIE MOTHERSILL

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State 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 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 day of 2019.

See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

Defendant's Signature

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