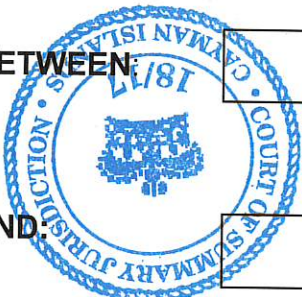


**No. 1  
Plaint**



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 48 of 2019

**BETWEEN:**  Marichu Corteza

**Plaintiff**

**AND:** Locksley Gould

**Defendant**



To the Defendant

Name: Locksley Gould  
Address: 117 School Road  
George Town, Grand Cayman  
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 Plaintiff 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 our **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 October, 2014

**See overleaf for particulars of the Plaintiff's claim**

### PARTICULARS OF CLAIM

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

1. I agreed to purchase a vehicle from Mr. Locksley Gould, the owner of Ace Rent-A-Car.
2. I paid him CI\$2,000.00 on the 3<sup>rd</sup> February, 2019 and collected the car, however, when I reached home the car began to give problems, the emergency lights would not go off and after a few days began giving more problems.
3. During the week, after about five days of receiving the car it would not start so I called a mechanic who explained that there was a computer shutdown.
4. I called Mr. Locksley Gould and let him know that the car was not working so he asked me to return the car which I did.
5. I asked for a refund of the money I paid him but he refused to pay me back.
6. I had to pay CI\$65.00 for the mechanic to check the car in an attempt to have it fixed and failing to do so I had to pay a tow truck CI\$75.00 to return the car to Mr. Locksley Gould.
7. I will like a refund of the money I paid to him in addition to the cost of paying the mechanic, CI\$65.00 and the cost of paying the tow truck, CI\$75.00.

AND the Plaintiff claims:

- 1 The sum of CI\$2,000.00 & CI\$140.00 to total: CI\$2140.00
- 2 Fixed costs of \$150.00 + \$25.00 filing fee alternatively costs to be assessed.

  
\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

**Name:** Marichu Corteza  
**Address:** 133 Abbey Way, Red Bay  
George Town, Grand Cayman  
Cayman Islands

3210450

321-0450

**No. 2**  
**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 2019

**BETWEEN:**

**Plaintiff**

Marichu Corteza

**AND**

**Defendant**

Locksley Gould

**ACKNOWLEDGMENT OF SERVICE**

1 State Defendant's name and address –

Name: Locksley Gould  
Address: 117 School Road  
George Town, 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 not 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 \_\_\_\_\_, 2014

**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 495GT, George Town, Grand Cayman within 14 days of receipt. Otherwise, a default judgment may be entered against you.