

PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE NO. SC 51 of 2019

BETWEEN

\$25

Rudolph Powell

PLAINTIFF

AND

MAR 13 2019

321659

Marva Ramoon

14/17

MAR 13 2019

DEFENDANT

To: The Defendant
George Town

THIS PLAINT has been issued against you by the above-name Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of the Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court's Office, P.O Box 495 GT, George Town, Grand Cayman, 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 either set out 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 Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for default judgement without any further notice to you.

Issued this 13 day of March, 2019.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a resident of the Cayman Islands, and a Heavy Equipment Operator by profession.
2. The Defendant is the registered owner of Public Passenger Vehicle 102 752.
3. The parties were previously husband and wife, having been divorced in late 2013.
4. That in accordance with p. 5 of Consent Order dated 28 October 2013, in proceedings styled Rudolph Powell v Marva Devon Ramoon, Cause No. FAM 159 of 2013, PPV 145 927 (previously registered in the name of the Defendant, and later re-registered as 102 678) was transferred to the Plaintiff.
5. That the circumstances under which that former PPV was transferred to the Plaintiff, is as follows: -
 - a. In or about 2016, registration plates for PPV 145 927 were replaced by PPV plates 102 678 by the Motor Vehicle and Licensing Department, as there were duplicate 102 927 plates issued for two motor vehicles.
 - b. In or about 2017, PPV 102 678 was completely written off (destroyed completely) in a motor vehicle accident).
 - c. The insurance proceeds in the sum of \$ 18,000 were paid over in respect of the loss.
 - d. The Defendant deducted \$ 1,000 from these insurance proceeds and provided the balance of funds (\$ 17,200.00) to the Plaintiff in or about March, 2017.
 - e. The wrecked PPV bus was transferred into the name of the Plaintiff, on 28 February, 2018.
6. In April 2017, PPV 102 752 was purchased from Vampt Motors, Grand Cayman, in the name of the Defendant, Marva Ramoon, for the sum of \$ 38,000.00, from a combination of funds as follows: -
 - a. \$ 20,000 from the Plaintiff (being a combination of the balance of the insurance proceeds from the previous PPV, plus additional personal funds, paid in two sums of \$ 15,000 and \$ 5,000 on 10 April, 2017); and
 - b. Loan of \$ 17,000 from Tony's Toys.

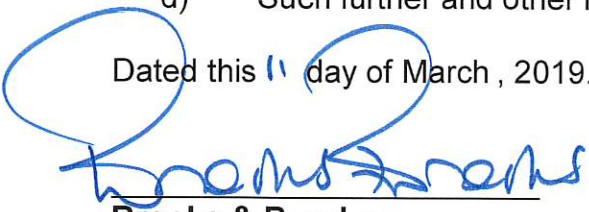
7. The loan of \$ 17,000.00 from Tony's Toys, was paid off from fare earnings from the operation of the PPV 102 752, as evidenced by several invoices dated 2017 and 2018 from Tony's Toys.
8. The PPV 102 752 is being driven by Mr. Calbert Brown, whose work permit is held by the Defendant Marva Ramoon.
9. The PPV licence under which 102 752 is operated, is in the sole name of the Defendant Marva Ramoon.
10. The parties agreed, that once the loan with Tony's Toys was paid in full, that: -
 - a. The Respondent would renew the Public Passenger Operator's licence every year
 - b. That they would pay the cost of the Operator's Licence 50/50
 - c. That the Plaintiff would ensure that the loan payments were made
 - d. That the Plaintiff would pay for the motor vehicle insurance for the PPV
 - e. That the Plaintiff would be responsible for the upkeep, repairs and maintenance costs in respect of the vehicle
 - f. That the Plaintiff would be entitled to all the profits made by the operation of the motor vehicle as a PPV.
 - g. That the Plaintiff would be responsible for the payment of the salary of the driver of the vehicle as a PPV.
 - h. That the PPV would be transferred into the name of the Plaintiff once he was able to obtain an operators licence in his own name at the Public Transport Board.
11. That these are the same terms under which the parties agreed (in Consent Order in FAM 159 of 2013), to maintain the former PPV 145 927.
12. That the loan with Tony's Toys was paid off in full on May 26, 2018.
13. That the PPV 102 752 has been in operation since the date of purchase until the date of the filing of these proceedings, and the Plaintiff continues to observe the PPV being driven on the roads of the Cayman Islands, by the said employee Calbert Brown.
14. That despite his investment of \$ 20,000.00 in the PPV 102 752, the Plaintiff has not seen any of the profits made from the operation of the bus. The Defendant has retained all the profits from the operation of the PPV since it was licensed and began operating on the road.

15. That the Plaintiff has made numerous demands of the Defendant to either: -
 - a. Transfer the PPV 102 752 into his name, and
 - b. Account to, and pay to him, the profits made on the bus since it became operational, or
 - c. Repay him his investment in the PPV, of \$ 20,000, and
 - d. Account and pay to him, the profits made on the bus since it became operational.
16. That the Defendant has done none of this, always challenging the Plaintiff to "take him to court" regarding his claim for the bus.
17. That the Plaintiff appreciates, that he may be entitled to more than \$20,000 in respect of the PPV (inclusive of the profits made from the operation of the bus), but hereby relinquishes any further claims above and beyond the statutory limit as prescribed by law.

AND THE PLAINTIFF THEREFORE CLAIMS: -

- a) KYD \$ 20,000.000
- b) Interest from April, 2017 until payment in full.
- c) Costs
- d) Such further and other relief as this Honourable Court deems just.

Dated this 11 day of March , 2019.


Brooks & Brooks
Attorneys for the Plaintiff

Plaintiff's address for service is Two Artillery Court. Shedden Road, George Town, Grand Cayman.

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AND Marva Ramoon **DEFENDANT**

ACKNOWLEDGEMENT OF SERVICE

1. State the Defendant's name and address: -

2. State whether the Defendant intends to contest the proceedings.

.... Yes

.... No

3. If you do not intend to contest the action, do you want time within 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 Plaint is acknowledged accordingly.

Defendant

Defendant's Attorney

Dated this day of , 2019.

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AND **Marva Ramoon** **DEFENDANT**

Particulars of Defence

(Here, set out in numbered paragraphs, the grounds upon which the Defendant says that he / she 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, P.O Box 495,GT, George Town, Grand Cayman, within 14 days of receipt otherwise a default judgment may be entered against you.