

**Plaint**



**IN THE SUMMARY COURT AT GEORGE TOWN**

**Cause No. SC 75 of 2019**

**BETWEEN: Richard Jamison Love**

**Plaintiff**

**AND: Andros Gothar**

**Defendant**

**To the Defendant Andros Gothar  
51 E, Tropical Gardens Road  
George Town  
Grand Cayman**



This Plaintiff has been issued against you by the above-named Plaintiff in respect of the claim as set out on the following pages.

**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 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 **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.

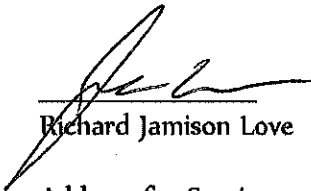
Issued this 2<sup>nd</sup> day of April, 2019

See overleaf for particulars of the Plaintiff's claim.

## **PARTICULARS OF CLAIM**

1. On or about October 7, 2014, the Plaintiffs and the Defendants met to discuss opening an automotive repair business in George Town, Grand Cayman. In furtherance of this plan, the Plaintiffs, Richard Jamison Love ("Richard") and Jamie Maier ("Jamie") prepared a business plan for the proposed business.
2. The Plaintiff is a journeyman Automotive Mechanic who emigrated from Canada for an employment opportunity in George Town, Grand Cayman. When he emigrated, he brought with him all of his tools and equipment necessary for the conduct of his trade (hereinafter referred to as "the Tools" or "his Tools". The tools were properly imported by him when he entered the Cayman Islands. In addition to these tools and equipment, the Plaintiff brought his professional diplomas and other certificates awarded to him in respect to the practice of his profession. (hereinafter "the Diplomas"). Finally, the Plaintiff brought with him, and properly imported, other carpentry and other tools and equipment "the Carpentry Tools".
3. When the business commenced, the Plaintiff took his Tools, his Diplomas, and his Carpentry Tools to the business premises occupied by the business which they jointly started.
4. Issues arose between the Plaintiff and Defendant in respect of the failure by the Defendant to honour commitments made to the Plaintiff in respect of his becoming a shareholder in the business. The Plaintiff left the business. His Tools, his Diplomas and his Carpentry Tools remained on the business premises when he left. He demanded the return of his Tools, Diplomas and Carpentry Tools, but the Defendant refused or neglected to return them to him.
5. Andros also stripped the bank account for the business and took all available capital from the business for his own account.
6. The dispute over the return of Richard's personal tools and equipment as well as the dispute over the monies initially invested in the business remained outstanding for some time. The Plaintiffs attempted to find a resolution to the ongoing issues, but were unsuccessful.
7. The Plaintiff obtained Counsel with the intention of suing the defendants for the return of his Tools, his Diplomas, and his Carpentry Tools. As a preliminary step, the Plaintiffs and Defendants agreed to submit the matter for mediation. The parties reached a resolution at the mediation hearing. Counsel for the Plaintiffs prepared a Deed of Settlement Agreement in August, 2018. However, the Defendants recanted and refused to execute the Dispute Settlement Agreement.
8. In the Settlement Agreement, the Defendant undertook to return his Tools, his Diplomas, and his Carpentry Tools.
9. Following a demand on a third party, the Plaintiff was successful in obtaining the return of his Tools. However, he did not receive his Diplomas or his Carpentry Tools from the third party as they were not in the possession of the third party. Those items remained in the possession of the Defendant and remain in the possession of the Defendant to the present day.
10. The Plaintiff claims the following from the Defendant:

- a. The return of his Diplomas and Carpentry Tools;
- b. Alternatively, if the Defendant has converted the said Diplomas and Carpentry Tools to his own use, the sum of \$9,727.00 as monetary compensation for the loss of his Diplomas and Carpentry Tools;
- c. Interest on the said amount calculated at the prescribed rate from the date the Plaintiff quit the employment of the automotive repair business until the date of judgment;
- d. Fixed Costs of \$1,000.00 or such costs of and incidental to these proceedings to be assessed;
- e. Such further and other relief as may be requested and which this Honourable Court will allow.



Richard Jamison Love

Address for Service:  
PO Box 11697  
George Town  
Grand Cayma  
KY1-1009

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC of 2019**

**BETWEEN: RICHARD JAMISON LOVE**

**PLAINTIFF**

**AND: ANDROS GOTHAR**

**DEFENDANT**

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**ACKNOWLEDGMENT OF SERVICE**

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

**Mr Andros Gothar**

**51 E, Tropical Gardens Road  
George Town,  
Grand Cayman**

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.

YES

NO

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this        day of

2019

**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 Plaintiffs, 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, KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.