

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

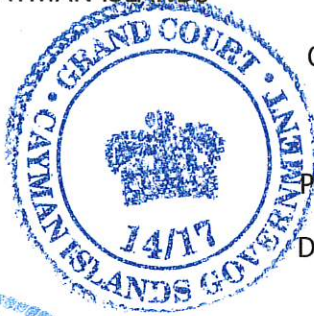
CAUSE NO: 100 OF 2019

BETWEEN; D. Kurt Tibbetts

PLAINTIFF

AND: Clifford Powery

DEFENDANT



PLAINT

TO: The Defendant

Clifford Powery  
C/O Vampt Motors  
George Town  
Grand Cayman



**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 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this 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 6<sup>th</sup> day of May 2019

## PARTICULARS OF CLAIM

1. In 2014 the Plaintiff and the Defendant entered into an oral agreement whereby the Defendant would keep a number of cows for the Plaintiff, which the Defendant would raise and look after for the Plaintiff along with his herd without any payment from the Plaintiff for the Defendant to keep them. Both Parties agreed that the Defendant would use one of the Plaintiff's Bulls for breeding the Defendant's cows.
2. That at a later date, the parties agreed for the Plaintiff to sell his herd to the Defendant for a fair price.
3. The Plaintiff and the Defendant subsequently reached an agreement that a fair price for this herd of cattle was CI\$6,000.00 and the Defendant would pay the Plaintiff this sum. This sum was to be paid at the end of September 2018.
4. Despite numerous efforts and phone calls to the Defendant, the Defendant failed to make good on his agreement to pay the Plaintiff the sum due.
5. The Plaintiff wrote a demand letter to the Plaintiff on April 4 2019 giving the Defendant until April 18 2019 to make good on his agreement, but the Defendant has not responded to the Plaintiff's letter to date.
6. By reason of the foregoing, the Plaintiff has suffered loss and damage.

AND THE PLAINTIFF CLAIMS: -

- a) Payment of the said sum of CI\$6,000.00
- b) Interest on the said sum pursuant to the Judgment Debt (Rates of Interest) Rules
- c) Fixed Costs plus filing and service fees, or alternatively costs to be assessed.

Dated this 6<sup>th</sup> day of May 2019

Cacho & Cacho  
Cacho & Cacho, Attorneys-at-Law for the Plaintiff

**ACKNOWLEDGMENT OF SERVICE**

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO:                      OF 2019

BETWEEN:                      D. KURT TIBBETTS                      PLAINTIFF

AND:                              CLIFFORD POWERY                      DEFENDANT

**ACKNOWLEDGMENT OF SERVICE**

1. State the 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 need time in which to pay the claim  
Yes              No
  
4. If you intend to contest the action in whole or in part, you must set out particulars of your defence overleaf.

Service of the **PLAINT** 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 say that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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Defendant's signature

**REMINDER:** This form must be taken or sent to the Courts Office, P. O. Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.