

No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 155 of 2019

BETWEEN:

Yvonne Williams

Plaintiff

AND:

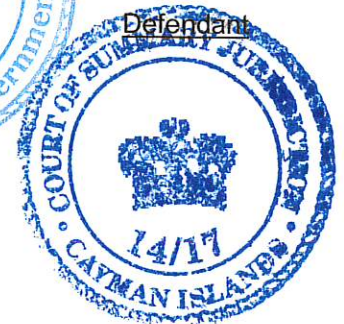
DENMAR MILLER



Defendant

To the Defendant

DENMAR MILLER phone # 923-1754  
MARSHALL Construction Co.  
Red Gate North Sound Rd: 324 8650



THIS PLAINT has been issued against your 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 **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 <sup>22<sup>nd</sup></sup> day of July 20 19

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 him or is liable to pay damages to him)

Please see the attached Particulars of Claim  
on the next pages

AND the Plaintiff claims:

- 1 The sum of 1100.00 C.I
- 2 Interest in the sum of \$ \_\_\_\_\_ calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ \_\_\_\_\_, alternatively costs to be assessed.

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

Plaintiff's address for service

24 St Tropez Souter Sound Grand Cayman
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**Particulars of claim for money owed to Ms. Yvonne Williams by Mr. Demar Miller**

1. Purpose of the contract. I the plaintiff, Ms. Yvonne Williams confirm that I paid the defendant Mr. Demar Miller \$1,900 KYD to build and install cabinets for me in Jamaica at my home in Flint Valley, Newmarket, St. Elizabeth.
2. Date of the contract. The amount sent to the defendant occurred on the 7<sup>th</sup> of April 2018 and the 4<sup>th</sup> of July 2018. See attached money transfer slips.
3. Parties to the contract. The parties are the plaintiff Miss Yvonne Williams and the defendant Mr. Demar Miller.
4. Date the contract was breached. After many attempts to confirm delivery of the cabinets the plaintiff was made aware that the cabinets would not be delivered in early August 2018.
5. The terms of the contract breached. The defendant was supposed to deliver the cabinets in early August 2018 when the plaintiff went to Jamaica.
6. The importance of the terms that were breached meant that the plaintiff could not complete the kitchen, which is important so that the house can be finished.
7. On February 2, 2019, the plaintiff and the defendant agreed a repayment plan to repay the plaintiff the amount in full (see the attached signed agreement). I confirm that the defendant paid the plaintiff back \$400 KYD on 19<sup>th</sup> January, 2019 and \$200 KYD, February 2, 2019 and a further \$200 shortly after. This left a balance of \$1,100 KYD.
8. As such the agreement made between the plaintiff and the defendant for repayment was struck on February 2, 2019 (which was signed by the defendant, the plaintiff and a witness, Mr. Mark Whiteside who is my employer). It was agreed that the defendant would pay the plaintiff the remaining \$1,100 KYD according to the schedule agreed. The terms of this contract have been breached by the defendant as no further payments have been received by the plaintiff.
9. After conversations and text messages since mid-February, the defendant has failed to honour this obligation and has left the plaintiff with no choice but to pursue the matter in court.
10. The loss to the plaintiff includes time lost in completing the kitchen and also additional cost to get another party to do the work.

Ms. Yvonne Williams.

Georgetown,

Grand Cayman.

February 2, 2019.

Dear Mr. Miller.

**SUBJECT: Money owed to Ms. Yvonne Williams for cabinet deposit**

As per our agreement \$1,900 KYD was sent to you (receipts have been provided) to build and install cabinets for me in Jamaica at my home in Flint Valley, Newmarket, St. Elizabeth. The amount sent to you (see attached receipts) occurred on the 7<sup>th</sup> of April 2018 and the 4<sup>th</sup> of July 2018. See attached money transfer slips.

As per our agreement to repay the amount in full, I confirm that you have paid me back \$400 KYD on 19 January 2019 and \$200 KYD on February 2 2019.

Total Amount Due	\$1,900
Payment received 19 January	\$400
Payment Received 2 February	\$200
Total Outstanding	\$1,300.

The repayment schedule below is agreed by both parties.

<u>Date of Payment</u>	<u>Amount</u>	<u>Outstanding after payment</u>
Payment to be made 2 February, 2019	\$200	\$1,100
Payment to be made 16 February, 2019	\$400	\$700
Payment to be made 2 March, 2019	\$400	\$300
Payment to be made 16 March, 2019	\$300	\$0

Please sign below to confirm receipt of this letter and agreement with the repayment schedule and the amounts paid to date.

**Party owed the money**

**Party to be paid the money**

**Witness**

*Yvonne Williams*  
Yvonne Williams

*D Miller*  
Demar Miller

*M. Whiteside*  
Mark Whiteside

Account No. 00000000000000000000  
Account Name WESTERN UNION  
STATION NUMBER 0000

Operator Id. 1115  
Destination Jamaica

Wire No. 015 065 7084

Collection Currency Cayman Islands Dollar

Amount:

Send Charge:

Message Charge:

Delivery Charge:

Promotion code:

Tax:

**TOTAL**

493

Payout Amount: 70,000.00

Jamaican Dollar

Exchange Rate: 147.2161764

BY SIGNING THIS DOCUMENT YOU  
1. EXPRESSLY CONSENT TO THE TRANSFER OF YOUR PERSONAL DATA TO WESTERN UNION AND AFFILIATES IN COUNTRIES THAT HAVE THE PURPOSE OF PROVIDING THE MONEY TRANSFER SERVICE AND UNDERTAKING THE ADDITIONAL DATA PROCESSING ACTIVITIES DESCRIBED IN THE DATA PROTECTION SECTION OF THE TERMS AND CONDITIONS.  
2. EXPRESSLY CONSENT TO THE CARRYING OUT OF MARKETING AND COMMUNICATIONS, AS WELL AS TO REPORTING TO THE



No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

**Between:**

Yvonne Williams

Plaintiff

**AND:**

DEMAR MILLER

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

DEMAR MILLER Phone # 923-7754  
MARSHALL Construction Co.  
Red Gate NORTH Sound 324-8650

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 \_\_\_\_\_, 20\_\_

**See Overleaf**

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraph the grounds upon which the Defendant says that she 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, George Town, Grand Cayman KY1-1106, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.**