

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 243 OF 2019

BETWEEN JULIE CUARTERO MAJORS

PLAINTIFF

AND AIRISH MISSION PLAZA

DEFENDANT

PLAINT

To the Defendant

Airish Mission Plaza
1 Gecko Link
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, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating 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 default Judgment without any further notice to you.

Issued this *16* day of *December* 2019

See overleaf for particulars



PARTICULARS OF CLAIM

1. The Plaintiff is a resident of the Grand Cayman Island.
2. Sometime in or around January 2014 the Plaintiff and the Defendant orally agreed that the Plaintiff would loan to the Defendant the cost of her airfare from Manila, Philippines to Grand Cayman, Cayman Islands for the purposes of the Defendant seeking employment in the Cayman Islands.
3. It was a further term of the agreement that to facilitate the Defendant repaying the said loan the Plaintiff would initially apply for a Work Permit for the Defendant and would deduct the sum of US\$200.00 per month from the Defendant's salary until she had repaid the costs of airfare to travel to the Cayman Islands.
4. On or about the 26th day of February 2014 and in keeping with the said oral agreement the Plaintiff duly paid the airfare for the Defendant's said travel with a departure date of 10th March 2014.
5. The said departure date had to be changed to the 14th April 2014 due to a death in the Defendant's family and resulted in further costs to the Plaintiff.
6. The Defendant arrived in the Cayman Islands on or about the 15th day of April 2014.
7. In accordance with the oral agreement between the parties Plaintiff applied for and duly obtained a Work Permit for the Defendant to work with her.
8. The Defendant worked with the Plaintiff for approximately two and one-half months before ceasing her said employment.
9. In further keeping with the said oral Agreement the Plaintiff deducted the sum of US\$500.00 from the Plaintiff's wages.
10. Since leaving the employment of the Plaintiff the Defendant has obtained employment elsewhere.
11. The Plaintiff has made demands on the Defendant to repay the balance of the sums due to her pursuant to the said Agreement but the Defendant, in breach of the said Agreement, has steadfastly refused to do so.
12. In consequence of the same the Plaintiff has sustained loss and damage.

Particulars of Loss

(a) Cost of Initial Airline Ticket	US\$1,930.50
(b) Cost of Change of Airline Ticket	<u>US\$ 363.30</u>
	US\$2,293.30
Less Deductions	<u>US\$ 500.00</u>
Balance Due	US\$1,793.30

Particulars of Damage

- (a) The prescribed rate of interest from the 10th March 2014 to the date of filing is 2.3/8% per annum.
- (b) The accrued interest to date (10th December 2019) is CI\$249.00
- (c) The per diem interest is CI\$0.11

Schedule of Interest Calculated

March 10, 2014-December 10, 2019
 $\$1,793.30 \times 2.3/8 / 100 \times 1716 / 365$
 $\$1793.30 \times 0.0238 \times 5.83333$ CI\$249.00

AND THE PLAINTIFF CLAIMS:

1. The said Principal sum of US\$1,793.30
2. Accrued interest of US\$249.00
3. Continuing interest at the rate of US\$0.11 per diem until paid
4. Costs

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$2,293.84 (including interest and cost) further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorneys.

Dated this 10th day of December 2019



Murray & Westerborg
Plaintiff's Attorneys-at-Law

THIS PLAINT was issued by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is that his said Attorneys-at-Law, The Second Floor (Southwest Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.

Acknowledgment of service of Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also complete and serve the Particulars of Defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person) within 14 days of the time for acknowledging receipt of the Plaintiff, unless in the meantime a Summons for Judgment is served on the Defendant. The Plaintiff is at liberty to apply for Default Judgment against the Defendant if the Particulars of Defence are not filed and served within 14 days of the time for acknowledging receipt of the Plaintiff.
3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states in answer to Question 3 in the Acknowledgment of Service, that he intends to seek time to pay the claim or that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution or seeking time to pay, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

PARTICULARS OF DEFENCE

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