

**IN THE SUMMARY COURT AT GEORGE TOWN
CIVIL DIVISION**

CAUSE NO. SC **36** OF 2020

BETWEEN:

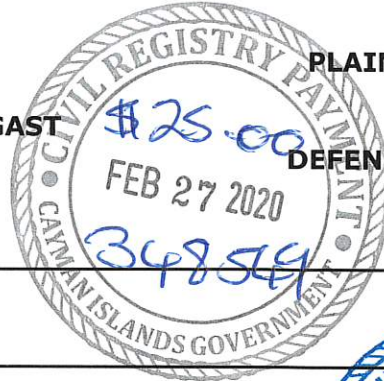
LISA PRENDERGAST

PLAINTIFF

AND:

ADINA RANGE-PRENDERGAST

DEFENDANT



PLAINT

TO: The Defendant
Adina Range-Prendergast
40 Pennsylvania Drive
Spotts, Newlands
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 Complaint 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 **27** day of February, 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The plaintiff is ordinarily resident in the Cayman Islands with an address for service care of her Attorneys.
2. The defendant is ordinarily resident in the Cayman Islands with an address of 40 Pennsylvania Drive, Spotts, Newlands, Grand Cayman.
3. The plaintiff's claim is against the defendant to recover the sum of KYD\$6,157.94 due and outstanding by the defendant to the plaintiff in respect of goods purchased by plaintiff for the defendant and repairs carried out by the defendant at 40 Pennsylvania Drive, pursuant to oral agreements between the plaintiff and the defendant.

Claim in Respect of Goods Supplied to the Defendant

4. Sometime in November 2019, whilst the plaintiff was in the United States of America, at the defendant's request, the plaintiff purchased the following appliances for the defendant:
 - Refrigerator
 - Washer
 - Dryer
 - Stove
5. The terms of the agreement between the parties in relation to the purchase of these appliances was that defendant would repay the plaintiff the purchase price for the items in addition to any freight and customs charges payable in respect of the items.
6. The appliances were purchased at a total cost of USD\$1,828.12 plus USD\$60.00 for the cost of cables for the washer and dryer.
7. In addition to the purchase price for the appliances and cables, the plaintiff incurred the followings costs in having the appliances imported into the Cayman Islands and delivered to the defendant incurred the following costs:

- Freight charges USD\$575.91
- Customs Duty KYD\$1,084.13
- Delivery charge KYD\$130.00

8. The defendant paid the plaintiff the sums due in respect of the and other costs related to the appliances, save for the sum of KYD614.13 outstanding in respect of customs duty and delivery charge to the plaintiff on account of the purchase price.
9. Despite demands made by the plaintiff, the defendant has failed to pay the sums due.

Repairs at 40 Pennsylvania Drive

10. In or around December 2019, the plaintiff and the defendant entered into discussions whereby the defendant agreed to rent the plaintiff a portion of the premises at 40 Pennsylvania Drive on condition that the plaintiff would carry out the necessary repairs to the property in order to make it habitable. A further term of the agreement was that the parties would agree the rent, once the repairs to be undertaken by the plaintiff have been completed.
11. In reliance on the promise made the defendant, the plaintiff commenced carrying out the repairs on the portion of the premises to be occupied by her.
12. On 14 January 2020 without any prior notice to the plaintiff, the defendant, her servants and/or agent placed a lock on the entrance to the premises and instructed the plaintiff's workmen that the plaintiff and her workmen are no longer permitted to access the premises to carry out any repairs. The plaintiff was subsequently been refused entry to the premises.
13. The plaintiff incurred the sum of KYD\$5,543.81 in respect of the repairs to the property.
14. Despite demands made by the plaintiff, the defendant refused to pay to the plaintiff the amounts incurred in respect of the repairs.

Total Claim

15. In the premise, the plaintiff claims against the defendant the sum of KYD\$6,157.94 as damages for breach of contract as follows:

Amount owing in respect of appliances	KYD\$614.13
Amount due in respect of repairs at 40 Pennsylvania Drive	KYD5,543.81

16. In the alternative, the plaintiff claims the sum of KYD\$6,157.94 as unjust enrichment being the value of the benefit to the defendant in return for consideration that has totally failed.
17. Further, the plaintiff claims interest on the above sum of KYD\$6,157.94 at the rate of 2 3/8% per annum pursuant to the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.

18. **STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from 27th February 2020 at the rate of 2 3/8% on the sum owing and in accordance with the provisions of the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed is 2 3/8%.
- c) Interest is claimed on the principal sum of KYD\$6,157.94 from 23rd January 2020.
- d) The amount of interest owing from 23rd January 2020 to the date of filing of this Plaint is KYD\$14.40.
- e) The amount of interest accruing each day from 26th February 2020 is KYD\$0.40.

AND THE PLAINTIFF CLAIMS

- The sum of KYD\$6,157.94;
- Interest;
- Costs or alternatively fixed costs in the sum of KYD\$200.00 plus filing fees and bailiff's fee for service;
- Such further or other relief that the Court deems just.



KSG Attorneys-at-Law
Attorneys for the Plaintiff

ENDORSEMENT

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of KYD\$6,157.94, filing fee, interest and costs all further proceedings will be stayed.

Plaintiff's address for service:

KSG Attorneys-at-Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255
George Town, KY1-1107

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CAUSE NO. SC OF 2020

BETWEEN:

LISA PRENDERGAST

PLAINTIFF

AND:

ADINA RANGE-PRENDERGAST

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1 State 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 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

This Plaintiff is filed by KSG Attorneys, Attorneys-at-Law for the Plaintiff, whose address for service is 4th Floor Harbour Centre, 42 North Church Street, George Town, PO Box 2255, Grand Cayman, KY1-1107, Cayman Islands.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he 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.