

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: 94 OF 2020

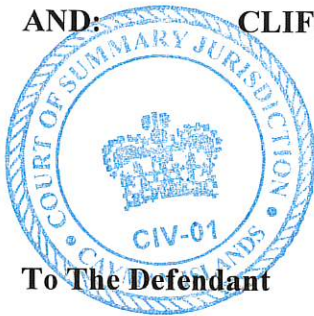
BETWEEN: MARVIN JOHNSON

Plaintiff



AND: CLIFFORD D.L. POWERY

Defendant



To The Defendant

PLAINT



Clifford D.L. Powery
123 Denham Thompson Way,
George Town,
Grand Cayman

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out 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 495 GT, 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 5 day of August 2020

See overleaf for particulars of the Plaintiff's claim

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times, a farmer and he resides at 115 Seaview Road, East End, Grand Cayman.
2. The Defendant is and was at all materials times carrying on business as C+C Powery Meat Shop at 123 Denham Thompson Way, George Town, Grand Cayman.
3. On or about January 2020, the Plaintiff sold the Defendant a cow for the purpose of the Defendant to butcher and to sell the meat to the public.
4. The amount of the purchase price was determined by the weight of the cow after it was killed and prepared for sale at the rate of CI\$ 3.50 per pound.
5. The weight of the cow sold to the Defendant by the Plaintiff was 704 pounds. At the price of CI\$ 3.50 per pound. The total price of the cow was the amount of CI\$ 2,464.00.
6. On accession in January 2020 and thereafter the Plaintiff requested from the Defendant the sum of CI\$ 2,464.00 owed to him for the sale of the said cow.
7. Notwithstanding, the many requests by the Plaintiff to the Defendant for payment of the sum of CI\$ 2,464.00 to him, the Defendant refused and continues to refuse to pay the Plaintiff the said sum.

And The Plaintiff Claims:

1. The Sum of CI\$ 2,464:00;
2. Legal Costs of CI\$ 400:00;
3. Court Cost of CI\$ 25:00;
4. Interest on the said sum of CI\$ 2,464:00 from January 2020 to August 2020;
5. Service Costs of CI\$ 65:00;
6. Such further or other Relief as the Court deem proper.

Dated this 4th day of August 2020



**A. Steve McField & Associates
Attorneys-at-Law for the Plaintiff**

To: The Clerk of the Court

And to: The Plaintiff
115 Seaview Road
East End
Grand Cayman

THIS PLAINT was filed by **A. STEVE MCFIELD & ASSOCIATES**, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys P.O. Box 680 GT, Grand Cayman, Cayman Islands.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants says that they are not liable to the Plaintiff, or are not liable for the full amount claimed)

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Defendants Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a Default Judgment may be entered against you.