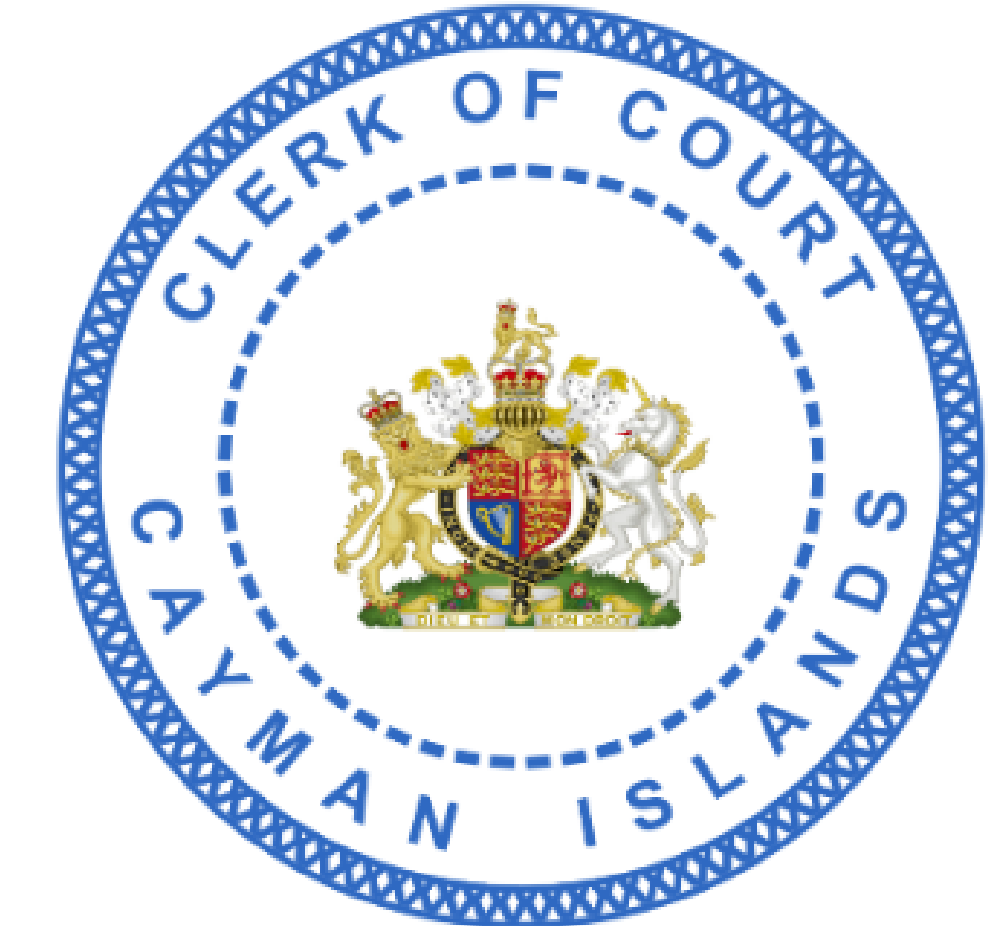


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2020

BETWEEN CARLA HALL PLAINTIFF
AND LUIS MEDINA DEFENDANT



PLAINT

To the Defendant

Mr. Luis Medina
Garage Operator
Cnr. Seymour Road/Commercial Avenue
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 day of November 2020

See overleaf for particulars

This PLAINT was issued by Murray & Westerborg, Attorneys for the Plaintiff whose address for service is South West Wing, 2nd Floor, 10 Shipping Lane, Cayman Shipping Centre Building, George Town, Grand Cayman

PARTICULARS OF CLAIM

1. The Plaintiff was at all material times a resident of the Grand Cayman Island, Cayman Islands.
2. The Defendant was at all material times a Garage Operator residing in the Cayman Islands
3. On or about the 9th day of June 2020 the Plaintiff agreed to sell and the Defendant agreed to purchase the Plaintiff's 2006 Volkswagen Jetta motorcar licensed number 126 464 for CI\$5,250.00.
4. It was a term of the oral agreement between the parties that the Defendant would pay the purchase price in monthly instalments of CI\$1,050.00 commencing on or around June 16 2020 and ending on or before the 30th October 2020.
5. The Defendant has had possession of the vehicle since or about mid-March 2020 to replace the battery.
6. Pursuant to the said agreement between the parties the Defendant in breach of the said agreement made payments of CI\$300.00 on or about the 7th day of July 2020, CI\$300.00 on the 19th August 2020, CI\$500.00 on the 22nd August 2020 and CI\$400.00 on the 16th September 2020.
7. The Plaintiff has repeatedly made demands on the Defendant to honor the terms of the agreement between the parties and on or about the 28th day of September 2019 made a formal demand through her Attorneys-at-Law.
8. The Defendant has failed to meet the terms of the agreement or comply with the demands of the Plaintiff and her Attorneys.
9. In the circumstances the Plaintiff has suffered loss and damage.

Particulars of Loss

Purchase price of CI\$5,250.00	
Less payments to date of CI\$1,500.00	<u>CI\$3,750.00</u>

AND THE PLAINTIFF CLAIMS

- (a) The said sum of CI\$3,750.00
- (b) Interest thereon at the Statutory rate pursuant to the Judicature Law
- (c) .Costs or alternative fixed costs in the sum of \$450.00 plus filing fees.



Murray & Westerborg
Attorneys for Plaintiff

This PLAINT was issued by Murray & Westerborg, Attorneys for the Plaintiff whose address for service is South West Wing, 2nd Floor, 10 Shipping Lane, Cayman Shipping Centre Building, George Town, Grand Cayman

Plaintiff's address for service

2nd Floor, South West Wing
10 Shipping Lane
Cayman Shipping Centre
Bldg
George Town
Grand Cayman

This PLAINT was issued by Murray & Westerborg, Attorneys for the Plaintiff whose address for service is South West Wing, 2nd Floor, 10 Shipping Lane, Cayman Shipping Centre Building, 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 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.

This PLAINT was issued by Murray & Westerborg, Attorneys for the Plaintiff whose address for service is South West Wing, 2nd Floor, 10 Shipping Lane, Cayman Shipping Centre Building, George Town, Grand Cayman