

PARTICULARS OF CLAIM

1. The Plaintiff was and is at all material times a resident of 67 Quality Place, George Town, P.O. Box 31668, Grand Cayman KY1-12074 Cayman Islands.
2. The Defendant was and is at all material times a resident of George Town P.O. Box 2003 Grand Cayman KY1-1104, Cayman Islands.
3. The Defendant is a work permit holder employed as a motor vehicle mechanic with Car Specialist providing automobile service and repairs within the Cayman Islands.
4. The Plaintiff is the registered owner of a 2005 Nissan Murano motor vehicle license number 42411 (the "vehicle").
5. Pursuant to a verbal agreement made June 2020, the Defendant agreed to carry out repairs on the vehicle. The parties agreed to the sum of CI\$2,000.00 for the Defendant's labour. The Plaintiff agreed to purchase and supply the Defendant with the parts necessary for the repair of the vehicle. The parties further agreed that the Defendant would complete the repairs and return the vehicle to the Plaintiff within five to ten days. (the "auto repair works").
6. On the 8 June 2020, the Plaintiff purchased parts for the vehicle at a cost of CI\$1,500.00 which he delivered to the Defendant.
7. On the 12 June 2020, the Plaintiff paid the Defendant the sum of CI\$1,000.00 deposit for which the Defendant provided a signed receipt number 895242.
8. On the 15 June 2020, the Plaintiff paid the Defendant the sum of CI\$500.00 deposit for which the Defendant provided a signed receipt number 689300.
9. In breach of the agreement the Defendant failed to repair the Plaintiff's vehicle. To date the vehicle remains in the Defendant's possession.
10. Despite numerous requests to either complete the repairs and return the Plaintiff his vehicle the Defendant has failed refused and/or neglected to complete the auto repair works.
11. Alternatively, the Defendant has failed refused and/or neglected to refund the Plaintiff's deposit of CI\$1,500.00 along with the return of the Plaintiff's vehicle and parts.
12. The Plaintiff therefore claims the return of his deposit of CI\$1,500.00 the return of his vehicle and parts purchased by the Plaintiff.
13. Alternatively, the Plaintiff claims the refund of his deposit of CI\$1,500.00 the sum of CI\$1,500.00 for the parts he purchased and delivered to the Defendant in addition to the sum of CI\$3,500.00 for the loss of his vehicle for a total sum of CI\$6,500.00.

14. The Plaintiffs also claims interest on all overdue sums pursuant to the Judicature Law (2007 Revision) Judgment Debts Rates of Interest from the 24 November 2020 to date.

AND the Plaintiff claims:

1. The principal sum of US\$6,500.00.
2. Interest.
3. Fixed costs of C1\$175.00.
4. Interest to continue until this matter is settled.



ALBERTO BRYAN FERNANDEZ

Plaintiff's address for service

67 Quality Place
George Town
P.O. Box 31668
Grand Cayman KY1-12074
Cayman Islands
Tel: 917 - 4633

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO S.C. OF 2021

BETWEEN: ALBERTO BRYAN FERNANDEZ PLAINTIFF

AND: OWEN WILSON DEFENDANT

ACKNOWLEDGMENT OF SERVICE

State the Defendant's name and address –

State whether the Defendant intends to contest the action

Yes No

If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

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 Plaint is acknowledged accordingly.

Defendant's signature

Dated this day of February 2021.

See Overleaf.

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).

COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER – This form must be taken or sent to the Courts Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.