



## **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 Plaintiff owns and operates an Air Charter business known as Alberto Bryan T/A Cayman Charter and Travel Services. Cayman Charter and Travel Services facilitates private charter flights between Grand Cayman and Central America. Cayman Charter and Travel Services acts as a Travel Agent booking, purchasing airline tickets, and making travel arrangements for anyone wishing to travel to the Cayman Islands on commercial airlines, including Cayman Airways Limited.
3. The Defendant is a citizen of Nicaragua, residing at Sabana Grande, in the city of Bluefields, Nicaragua.
4. The Defendant was and is at all material times a visitor to the Cayman Islands.
5. Pursuant to a verbal agreement between the Plaintiff and the Defendant dated 14 November 2020 the Plaintiff facilitated the travel arrangements for the Defendant to travel to Grand Cayman on a Cayman Airways flight. The Plaintiff facilitated and paid for the Defendant's Immigration visa, airline tickets, transportation from the airport and hotel accommodation at a total cost of US\$3,564.00.
6. On the 9 November 2020, the Defendant paid the Plaintiff the sum of US\$2,892.00 with a remaining balance of US\$672.00. The remaining balance is owed to the Margaritaville Hotel for the Defendant's accommodation.
7. On the 24 November 2020, the Plaintiff provided the Defendant with a written statement of income and expenses for her travel to Grand Cayman. The Plaintiff also required immediate payment of the outstanding balance of US\$672.00.
8. To date the Defendant has failed refused and/or neglected to pay the amount due and owing to the Plaintiffs in breach of the agreement.
9. The Plaintiff therefore claims the sum of US\$672.00 in payment of the monies owed on the agreement.
10. 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\$672.00; and
2. Interest at the rate of 3% per annum, pursuant to the Judicature Law from the 24 November 2020 to date totaling US\$5.40 accruing at a daily rate of US\$0.06 thereafter until payment.
3. Interest to continue until this matter is settled.
4. Fixed costs of CI\$175.00.



**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



**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.