

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2021

**BETWEEN KENUTE TULLOCH
 t/a TULLOCH AUTO REPAIR PLAINTIFF**

AND DEBBIE ALICIA BROWN DEFENDANT

PLAINT

To the Defendant

Debbie Alicia Brown 106 Rock Hole Road George Town Grand Cayman
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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 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 2nd day of June 2021

See overleaf for particulars

PARTICULARS OF CLAIM

1. The Plaintiff was at all material times a resident of the Grand Cayman Island was at all material times traded as Tulloch Auto Repair engaging in the business of auto body repairs.
2. The Defendant was at all material times a resident of the Cayman Islands and a customer of the Plaintiff and the owner or purported owner of a 2012 SsangYong Korando motor vehicle bearing registration number 195 421..
3. On or about the 12th day of April 2021 the Defendant contracted with the Plaintiff for the Plaintiff to repair damages caused to the right rear door, right rear panel, left rear panel and left front bumper of her said vehicle.
4. The Parties agreed that the consideration for the Plaintiff carrying out the said repairs the Defendant would pay the sum of CI\$1,100.00.
5. In furtherance of this agreement the Defendant paid an initial cash deposit of CI\$300.00.
6. The Plaintiff completed the said repairs on or about the 19th day of April 2021 and the Defendant the outstanding balance of CI\$800.00 by Scotiabank & Trust (Cayman) Ltd. cheque number 000554 drawn on an account in the name of Epic Drywall Finishers Ltd.
7. The said cheque was twice dishonoured by the said Bank.
8. The Plaintiff has made both personal and formal demand on the Defendant to pay the balance plus the associated costs, but the Defendant has failed and/or refused to do so.
9. By reason of the aforesaid the Plaintiff has suffered and continues to suffer loss and damages.

Particulars of Loss & Damages

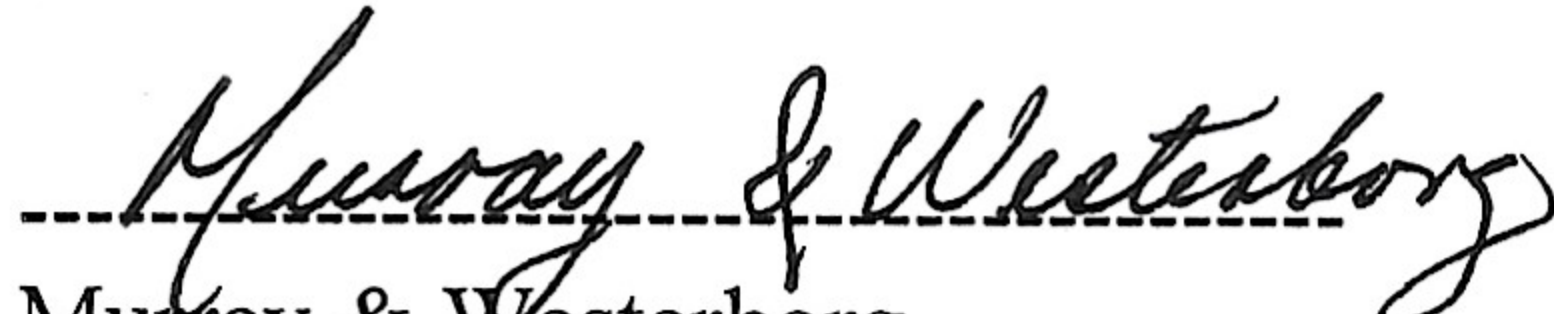
(a) Balance Outstanding on Contract	CI\$ 800.00
(b) Banks Charges on Twice Returned Cheque	CI\$ 100.00
(c) Legal Fees In Respect of Demand Letter to Defendant	CI\$ 500.00
(d) Cost of Registered Demand Letter to Defendant	<u>CI\$.50</u>
	CI\$1,400.50

STATEMENT AS TO INTEREST

- (a) The prescribed rate of interest from the 19th of April 2021 to the date of filing is 2.38% per annum.
- (b) The accrued interest to date (2nd June 2021) is CI\$4.10
- (c) The per diem interest as of the 19th of April 2021 is CI\$ 0.091 per day and continues to accumulate until such time as the debt is paid in full.

AND THE PLAINTIFF THEREFORE CLAIMS:

- (a) The said sum of CI\$1,400.50
- (b) Interest pursuant to the Judicature Law
- (c) Costs



Murray & Westerborg
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service:

Murray & Westerborg The Second Floor (Southwest Wing) Cayman Shipping Centre Building 10 Shipping Lane George Town, Grand Cayman
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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.