



No. 1
Plaint

SUMMARY COURT OF GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: MAIZIE MURRAY

Plaintiff

AND: CARLTON ELLIOT

Defendant

To The Defendant
CARLTON ELLIOT, Rapid Auto/Elliott Mobile
Powell Smith Dr.
WEST BAY, GRAND CAYMAN
CAYMAN ISLANDS

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 P.O. Box 495 George Town Ky1-1106 Grand Cayman, Cayman Islands, 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 return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgement without any further notice to you.

Issued this day of 2022.

See overleaf for the particulars of the Plaintiff's claim

PARTICULAR OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claim that the Defendant is indebted to her or is liable to pay damages to her).

1. The Plaintiff claim that the Defendant is her church brother and long- time friend, who usually fix her usually her vehicle when it breaks down and put her on a payment plan which was always paid off.
2. The Plaintiff claim that around February 2021, her private van needed fixing and the Defendant said the engine needs to be over haul and he took the van, but, after months went by the Defendant did not fix it and she keep asking why but he would tell her that he needs help to take down the engine and he have to wait on the man who helped him because he don't have a permit for him.
3. The Plaintiff said about a month before hurricane Grace, the Defendant called said the van was fix and they could come and get it and she took her daughter as another drive and they went and got the van, but, half was home her daughter heard a knocking and stop and called the Plaintiff and they call the Defendant and he came and said it's the first time this happen to him and said the engine light is oil problem and when they check there was no oil in the engine and the Defendant said they have to return to the garage and both of them towed the van back to the garage and this was paid off already and \$800.00 the cost was paid.
4. The Plaintiff claim that hurricane Grace came and damage her other van (used for Taxi) and the Defendant came and said water got into the engine and the Plaintiff said to tow it by her Apt. which was few yards because she won't be able to afford payments for 2 vans and he also have the other one for a while waiting for help, but, the Defendant said "shame on you sister, since when money is a problem between us and she needs her van to work and they should tow it into the garage and he will fix it for her and she take her time and pay him as usual" but, the Plaintiff said the Defendant is taking the same time as the other one.
5. The Plaintiff claim the Defendant gave her two weeks to fix the taxi, but, then said this one also needed an engine and he have one in the garage she could buy and they used it to fix both vans, and the Defendant gave her a list of things to buy to help fix both vans.
6. The Plaintiff claim she begged the Defendant many times to give her the taxi so she could get help from someone else as this is her only source of income and too many washed out vehicles was in the garage not getting help, and the Defendant denied her and keep telling her to ask the rental agent to extend her rental and he will fix the van, but this went into weeks, then a month then 2 months and then 3 months and the Defendant said he would deduct the rental cost from his cost.
7. The Plaintiff claim her light got disconnected and she is now falling behind in rent and told the Defendant that she need her van and she took a wrecker and took the taxi, but, he was upset.


8. The Plaintiff claim she got the taxi fix and ask the Defendant for the other van and he refuses to give it to her and said he will fix it and Feburary 2022 the Defendant called said the van is fixed and we should come for it, but, and she again took her daughter as another driver and when they get there the Defendant packed some private stuff he have in storage for her in the van, took \$150 from her as payment for stuff bought to fix the van and demand full payment for the van or she is not getting anything in the van or the van.

9. The Plaintiff claim she asked the Defendant why he did not tell her that he needs full payment before he fix the van and they had argument and she call the police and the police came and told the Defendant that her private stuffs is not a part of the garage deal and he must open the van so I could get my stuff and he did and the police said it is a civil matter that we might have to involved the court.

10. The Plaintiff claim that the Defendant also took \$200.00 for an engine he said he bought from someone else that was used to fix both vans and several others speak to the Defendant including his wife in the UK and tell him that he already charged \$800.00 and got paid and since I paid for another engine he should provide the services and fix the van as the engine mashed up before we got home and because he forget to put the oil in but he refuses and is holding the van in his garage and the Plaintiff seek the court's help.

AND the Plaintiff claims:

- 1 The sum of \$3500
- 2 Interest in the sum of \$00 calculated at the prescribed rate from to date
- 3 Court filing fee \$25.00
- 4 The return of my Toyota Alphard



Plaintiff's Signature

Maizie Murray
71 Templeton St, Windsor Lake Apt. B210
GT, Grand Cayman, Cayman Islands

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: Maizie Murray

Plaintiff

AND: Carlton Elliott

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. Carlton Elliott, Rapid Auto/Elliott Mobile
Powell Smith Dr.
West Bay, Grand Cayman, Cayman Islands

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest, do you want time to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 20

See Overleaf

The accompanying form of Acknowledgement 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 to the Law Court, P.O. Box 945 George Town, Grand Cayman, Cayman Islands.

Defendant who state in their Acknowledgement of Service, that they intend to contest the proceedings, must also serve a Defense on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If the Statement of Claim is endorsed on the Writ (i.e. the word "Statement of Claim" appears on the top of page 2) the Defendant must serve within 28 days after the time of Acknowledgement of Service of the Writ, unless in the meantime a summons for judgment is serve on the defendant.

If the Statement of Claim is not endorsed on the Writ, the Defendant need not be served until 28 days after the Statement of Claim has been served on the Defendant.

If the Defendant fail to serve his defense within the appropriate time, the Plaintiff may enter a judgment against him without further notice.

PARTICULARS OF DEFENCE

(Here set out in numbers paragraph the grounds upon which the Defendant say he is not liable for the full amount claimed).

Defendant's Signature

REMINDER – The form must be taken or sent to the Court Office. P.O. Box 495GT. George Town. Grand Cayman within 14 days of the recipient otherwise a default judgment may be entered against you.