



No. 1
Plaint

.....RY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

Raymond Hewellyn

Plaintiff

AND:

Teravahn Buchanan

Defendant

To the Defendant

Teravahn Buchanan
208 Anthony Drive Windsor Park

THIS PLAINT has been issued against your by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff 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 Acknowledgment 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 fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this day of 20

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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

Please see Attachment at the P

AND the Plaintiff claims:

- 1 The sum of \$ 2,200.
- 2 Interest in the sum of \$ 0.0 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 150, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

85B Vernice Bodden Drive
Raymond Newelllyn

In August of 2020, Mr. Jevaughn Buchanan approached me with the interest of purchasing my incomplete Isuzu truck engine. He and I came to an agreement that he will purchase the engine as is for CI\$1,700.00. Mr. Buchanan refused to pay for the engine in full, as he stated it would not be wise of him to do so, not knowing the full extent of the engine's condition. I therefore agreed to deliver the engine to him and allow him time to start it outside of a vehicle (these types of engines do not need a truck to start). The following day I returned to find parts missing for the engine, taken by Mr. Buchanan, which was not apart of our verbal agreement. I met with Mr. Buchanan several times and each time he expressed that he could not get the engine to start. However, he told me he had placed the engine in a truck which was again not apart of the agreement. Several months passed and I was informed that he had gotten the engine to start and sold the truck with the same engine. I called him to enquire about what I heard, and Mr. Buchanan confirmed that it was true, but he did not receive full payment. However, the buyer was next to me when I contacted Mr. Buchanan and the gentleman noted that he did pay Mr. Buchanan in full for the truck that was sold with my engine. I confronted him a month later, and he continued to lie to me about not having received full payment, which I told him that he is lying as the gentleman told me he paid him in full for the merchandise. After being caught in his lie, Mr. Buchanan proceeded to tell me that he used the money due to financial difficulties and would need another two weeks to compensate me for my engine. We are now in year 2022 and Mr. Buchanan is still refusing to pay. I told him we would have to settle the matter in court, and he told me to go straight ahead.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Raymond Whevellyn

Plaintiff

AND:

Jeraughn Buchanan

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for defendant's name and address]

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which 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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 20__

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)

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.