



No.1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_ of 20 \_\_\_\_

BETWEEN

ANEKIA SUTHERLAND

PLAINTIFF

AND

CULPRINA HALL DAWES

DEFENDANT

To the Defendant

CULPRINA HALL DAWES

327 North Sound Road,

KY1, George Town,

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, 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 3<sup>rd</sup> day of November, 2022

See overleaf for particulars of the Plaintiff's claim.


**PARTICULARS OF CLAIM**

1. Sometime in or about August 2021, Plaintiff and Defendant entered into an oral agreement whereby it was agreed that Plaintiff would pay Defendant, **TWO HUNDRED AND FIFTY CAYMAN DOLLARS (CIS\$250.00)** per week beginning March 13, 2021.
2. Both Plaintiff and Defendant further agreed that Plaintiff would then receive a payment of **FIVE THOUSAND CAYMAN DOLLARS (CIS\$5,000.00)** in full from Defendant on August 13, 2021.
3. The Plaintiff contacted the Defendant to retrieve the monies owing and was informed by the Defendant, that the reason for the delay was due to the other persons who had entered into the same agreement with the Defendant, failing to make their weekly payments.
4. Additionally, the Plaintiff was informed by the Defendant that the monies would be available by December 2021 and requested that the Plaintiff gave her time until then. The Plaintiff agreed to give the Defendant until December 2021 to provide the amount owing.
5. The Plaintiff demonstrated her willingness to accept the monies owing in small portions, prior to December 2021.
6. December 2021 has since passed, the Defendant has failed to either, pay the money in full or pay in small portions.
7. The Plaintiff has since made numerous attempts to retrieve the monies owing by contacting the Defendant. This was without any success as the calls went unanswered and straight to voicemail.
8. On one occasion, in a bid to get to the Defendant, the Plaintiff contacted the Defendant's husband. The Plaintiff left a message with him, stating that he is to inform the Defendant that she is again willing to accept the monies owing in small portions.
9. The Plaintiff again attempted to contact the Defendant, to no avail.
10. On August 8, 2022, the Defendant informed the Plaintiff that someone would come to her place of work with the cash. The person arrived at the Plaintiff's workplace with an envelope marked, "8,820..." at the top, and "ANEKA" following. The envelope contained, **THREE HUNDRED CAYMAN DOLLARS (CIS\$300)**. When asked to sign the envelope, the Plaintiff refused, as the amount that was written on the envelope did not match the amount that was contained in the envelope.
11. The Plaintiff, based on this deception, informed the Defendant that all contact should be through her attorney.

12. The Defendant breached the oral agreement, as such the Plaintiff should be paid the monies owed by the Defendant.

AND the Plaintiff claims:

1. The sum of **CI\$5,000.00**.
2. Interest in the sum of \$139.86 calculated at the prescribed rate from August 13, 2021 to date.
3. Interest to continue at \$0.32 per day until this matter is settled.
4. Fixed costs of \$175.00, alternatively costs to be assessed.
5. Such further and/or other relief as this Honourable Court deems fits.



**Plaintiff's Signature**

**Plaintiff's address for service**

ANEKIA SUTHERLAND  
C/o CP Attorneys, Attorneys-at-Law  
Unit 225 Elizabethan Square,  
80 Shedden Road,  
George Town,  
P.O Box 561,  
Grand Cayman KY1-1622,

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_ of 20\_\_

**BETWEEN**

**Plaintiff**

**AND**

**Defendant**

ACKNOWLEDGMENT OF SERVICE

1. State 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)

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Defendant's Signature

**REMINDER -** This form must be taken or send 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.