



No. 1  
Plaint

SUMMARY COURT AT GEORGE TOWN

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

**BETWEEN:** JUSTIN RANDALL MURRAY

Plaintiff

**AND:** ROMEL & PAULA DAWKINS-ARCHBOLD

Defendant

To the Defendant

P.O. Box 12048  
George Town  
Grand Cayman  
KY1-1011

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 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 defense** 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 2<sup>nd</sup> day of May 2023

**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)

- 1) On March 1<sup>st</sup> 2019 you entered into an agreement to rent my property at 2665 Shamrock road, Lower Valley, Grand Cayman for the amount of \$1,500C.I. + Utilities per month with payment being due on the 15<sup>th</sup> of each Month. The length of the contract was for 1 year, ending February 28<sup>th</sup> 2020. Due to COVID-19 the length of your contract had to be extended until April 30<sup>th</sup>.
- 2) The agreement also stipulated that there would be a late fee of \$100 + an additional \$25 per day that the rent remained unpaid, not exceeding \$850 per month.
- 3) Despite repeated requests for payment, the defendant failed to pay
- 4) The defendants' failure to pay the rent, utilities and arrears constitutes a breach of the agreement.
- 5) Pursuant to the terms of the agreement, the plaintiff is entitled to recover the outstanding rent, late fees and other costs incurred with the collection of the delinquent loan.

AND the Plaintiff claims:

- 1 The total sum of \$17,917 CI derived from the following:
- 2 Outstanding rent of \$10,500.00 CI (April 2019, July 2019, Aug 2019, Dec 2019, Jan 2020, Feb 2020, Mar 2020, April 2020)
- 3 Late fees in the sum of \$6,800.00 CI
- 4 CUC bill in the amount of \$320.29 CI
- 5 WAC bill in the amount of \$296.81 CI
- 6 Fixed costs of \$1,000.00.



Plaintiff's Signature

Plaintiff's address for service

Justin.murrayja@gmail.com

P.O. box 2166

345-548-0536

George Town

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

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

J.M  
JUSTIN RANDALL MURRAY

Between:

~~OPES SOLUTIONS CAYMAN LTD~~

Plaintiff

AND:

ROMEL & PAULA DAWKINS-ARCHBOLD

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

ROMEL & PAULA DAWKINS-ARCHBOLD  
P.O. BOX 12048  
GEORGE TOWN  
KY1-1011

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

See Overleaf

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**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 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.