

PARTICULARS OF CLAIM

1. The Plaintiffs were at all material times a resident of the Grand Cayman Island, Cayman Islands, carrying on a trade as Muirs Autosports, and a customer of the Defendant for in excess of twenty (20) years.
2. The Defendant is a local Company carrying on and engaged in the business of International Shipping of Goods from overseas countries to the Cayman Islands.
3. In or around late 2023 the Plaintiff engaged the services of the Defendant in the shipping of three motor vehicles, he had purchased overseas, into the Cayman Islands.
4. On or about the 19th day of January 2024 the Plaintiff made enquiries of the Defendant, as to the delivery of the said vehicles and was advised that only one of the vehicles had arrived on the Island.
5. The Plaintiff duly paid the duties and other charges in relation to the said vehicle and collected it from the port.
6. On or about the 31st day of January 2024 the Plaintiff contacted the Defendants and spoke to an employee there enquiring if the other vehicles had arrived and was informed that they had not yet arrived.
7. In consequence of this information the Plaintiff contacted the shippers of the vehicles in Jamaica, Seaboard Marine, on or about the 27th day of February 2024, to ascertain the whereabouts of the two vehicles and was advised that they held no vehicles in that country for delivery to the Cayman Islands.
8. On or about the said date the Plaintiff communicated what he had been told to an agent/employee of the Defendant and was informed that the matter would be investigated.
9. On the 1st March 2024, not having received any response from the Defendant, the Plaintiff telephoned and spoke to the said employee who again informed him that the matter would be investigated, and a response would be provided to him.
10. Later, on the said date, the employee spoke to the Plaintiff on phone and informed him that the remaining two vehicles were on Island.
11. The Plaintiff enquired of the said employee as to the date the vehicles arrived on the Island and was informed that it was the 18th January 2024.
12. The Plaintiff was advised by the said Employee that the vehicles would not be released to him until the storage fee of CI\$50.00 per day was paid by him.

- 13. The Plaintiff disputed that he should have to pay the said storage fee and the employee undertook to speak to her Manager and revert to him. The Manager did not speak to him.
- 14. On the 4th March 2024 the Plaintiff wrote an email to the Defendant’s Manager and subsequently spoke to her on the telephone.
- 15. The Manager advised the Plaintiff that she would have a meeting with her staff on the matter and get back top hi.
- 16. On the 5th and 6th March 2024 the Plaintiff, having not heard from the Manager, visited the offices of the Defendant but was unable to speak to the Manager or any other Officer of the Defendant.
- 17. The Plaintiff subsequently had a firm of Attorneys-at-Law write to the Defendant seeking to resolve the matter but to date this has not occurred.
- 18. The vehicles remain in the custody of the Port Authority of the Cayman Islands until on or about the 14th day of March 2024 when the Plaintiff paid the storage fee for their release.
- 19. In consequence of the matters stated herein the Plaintiff has suffered loss.

Particulars of Loss

(a) Charges from 19th January to 14th March 2024 at CI\$50.00 per day
CI\$2,450.00

Schedule of Interest Calculated CI\$

Storage fee of \$25.00 per day x 49 days	CI\$2,450.00
Interest rate – 2.38% per annum	
(\$2,450.00x2.38/100x75/365)	CI\$ 11.91
(\$3,750x.0.0238)x(75/365)	
	CI\$2,461.91

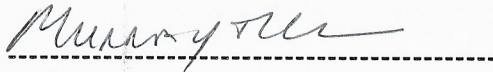
STATEMENT IN RESPECT OF CALCULATION OF INTEREST

- (a) The prescribed rate of interest from the 19th January 2024 to the date of filing (8th April 2024) is 2.3/8% per annum.
- (b) The daily rate of interest is CI\$0.24
- (c) The accrued interest to date (8th April 2024) is CI\$9.53

AND THE PLAINTIFF CLAIMS

- (a) The sum of CI\$2,461.91
- (b) Interest on the said sum at the rate of 2.38% per annum
- (c) Costs

Dated the 8th day of April 2024.



Murray & Westerborg

Plaintiffs' Attorneys-at-Law

Plaintiffs' Address For Service:

The Cayman Shipping Centre Building (South West Wing, 2nd Floor)

10 Shipping Lane, George Town, Grand Cayman

Acknowledgment of Service of Plaintiff/Writ/Originating Summons

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 installments or otherwise.

See over for notes for guidance

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2024

*BETWEEN ARTNEI MUIR
T/A MUIR'S AUTOSPORTS PLAINTIFF*

AND MIRACLE BROKERS INTERNATIONAL DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

State Defendants name and address:

State whether the Defendant intends to contest the action.

() yes () no

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

() yes () no

If you intend to contest the action, in whole or 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 2024

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 Plaintiffs, 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.