



No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

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

BETWEEN:

SHERWAYNE MARTIN

Plaintiff

AND:

THERESA SEYMOUR

Defendant

To the Defendant

Joana Clarke Primary School,  
Shamrock Rd Savannah.

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 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 30<sup>th</sup> day of 05 2024.

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 ATTACHED.

AND the Plaintiff claims:

- 1 The sum of 2,336.
- 2 Interest in the sum of \$ 0-00 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 100, alternatively costs to be assessed.

  
\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

65 NORFOLK DRIVE GT.

**GROUND UPON WHICH PLAINTIFF CLAIMS THAT THE DEFENDANT IS INDEBTED**

May 29th, 2024

DEAR SIR/ MADAM

Miss Theresa Seymour has been a tenant at my property (65 Norfolk Drive) since February 15<sup>th</sup> 2017 to May 26<sup>th</sup> 2024. We had a signed contract which stated that the monthly rent of \$750 KYD is due on the 15<sup>th</sup> of each month and the light and water bills are to be paid separately, a security deposit of 200 KYD was also collected.

Since March 2024, I haven't received any payment for rent or utilities from Miss Seymour. On April 1<sup>st</sup> I sent Miss Seymour a message stating that she doesn't have the courtesy to communicate with me in regards to late payments, Miss Seymour reply the next day (April 2<sup>nd</sup> 2024) stating that she had applied for a loan and was uncertain if or when it would be approved. Since then, all text messages and phone calls from me to her went unanswered until this date.

Additionally, on April 26<sup>th</sup> 2024, I sent a follow up text stating that I need the payments urgently or else I will have to serve a NOTICE; still haven't got a reply. The following day (April 27<sup>th</sup> 2024) a one - month written NOTICE was served via whats app as well as a hard copy delivered by myself under her door bottom.

On May 26<sup>th</sup> 2024 Miss Seymour has evacuated the premises without making any payments, contact or handing over any keys.

I made Several attempts to settle the outstanding balances with Miss Seymour which was futile.

Therefore, I am hereby suing Miss Theresa Seymour for the following:

March rent = \$750 (March 15<sup>th</sup> – April 14<sup>th</sup>)  
March Water = \$40  
March Light = \$53

April rent = \$750 (April 15<sup>th</sup> – May 14<sup>th</sup>)  
April water = \$40  
April Light = \$66

May rent 15<sup>th</sup> – 26<sup>th</sup> = \$300 (May 15<sup>th</sup> – May 26<sup>th</sup>)  
May water = \$32  
May Light = \$65

Damages to property (toilet tank broken, closet / door damaged, bed broken) = \$200

Plaints Processing fee and bailiff delivery = \$100.00

**Grand total = \$2,436**

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Kind Regards,

Sherwayne Martin.

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No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

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

Between:

SHERWAYNE MARTIN

Plaintiff

AND:

THERESA SEYMOUR

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for 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)

\_\_\_\_\_  
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.