



No. 1
Plaint

RY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

MOYA WHITE

Plaintiff

AND:

HOSHAWNA MENDEZ T/A
L&M CARPENTRY

Defendant

To the Defendant

KINGBIRD WAREHOUSE
GEORGE TOWN
GRAND CAYMAN
KY1-1206

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 12 day of Aug 2024

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. Ms White contacted L&M Carpentry via whatsapp on March 20. To Inquire of an item she saw on Ecay trade. To which the conversation led to the building of the wardrobe. Ms White then Visited the L&M Carpentry on the 21st of March to further discuss the intended purchase.
2. On March 26, 2024, Ms. White paid Hoshawna Mendez t/a L&M Carpentry to make two wardrobes. A bank transfer was made in the sum of \$500.00kyd. The wardrobe was to be delivered to my residence on April 8th, 2024.
3. On April 8th I was informed that the wardrobe was not ready and would be ready on the 10th of April, but I was advice it would be ready the following Friday. The wardrobe was not ready on the Friday, but a picture was sent as proof of the process.
4. The pictures of the item were not what we discuss. To which I pointed out that there was no door and one shelf need to be removed. They agreed to make the changes stating that with the changes would delay delivery to the next week.
5. After May inquiries I was told that the wardrobe would be delivered on the 29th of April. The communication became hostile to which I requested a refund.
6. On the 11th of May L&M agreed to refund on the 15th of May. To this present day I have not received the refund.

AND the Plaintiff claims:

- 1 The sum of \$500.00.
- 2 Interest in the sum of \$ NIL calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ \$125.00 , alternatively costs to be assessed.

M. White

Plaintiff's Signature

Plaintiff's address for service

83 COURTS ROAD	516-5925
George Town	
Grand Cayman	
Moja White 97@yahoo.com	

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Moya White

Plaintiff

AND:

HOSHAWNA MENDEZ T/A
L&M CARPENTRY

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 Plaint 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.