



No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

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

BETWEEN:

Renee Francis (McManee)

Plaintiff

AND:

Alpacino M. Andrews

Defendant

To the Defendant

391 Esterly Tibbets Highway, West Bay

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 13 day of August 2024

See overleaf for particulars of the Plaintiff's claim

## Particulars of Claim

1. On May 23rd, 2024, Mr Andrews collided with my car. Despite the need to exchange information for the fixture, he claimed to be without a driver's license and the car was uninsured and not in his name. The defendant expressed anxiety and a desire to flee the scene to avoid arrest. He hastily provided his number and left the scene, leaving the situation unresolved.
2. Later, over the phone, he agreed to pay the damages, which were quoted at \$600.
3. On May 24th, 2024, the defendant's girlfriend, Adriana Jacobs, contacted the plaintiff and stated she was better at communicating and all communications would go through her. She then paid half through online banking.
4. It was arranged that the remainder would be paid by June 28, 2024. A contract was drafted and signed.
5. On June 25, 2024, the Defendant's girlfriend sent a message. Both the Defendant and his girlfriend explained that an accident had occurred and they needed an extension.
6. An extension was granted, and a new contract for July 9th, 2024, was made.
7. On July 9th, 2024, the plaintiff messaged the defendant and his partner as it was getting close to the agreed time (10 am) without any communication from either. The plaintiff asked about the payment. The defendant explained he had no money. When reminded of the emphasis in the contract of no more extension and mentioning the police, the defendant threatened that if the plaintiff was to go to the police, he would not pay.
8. On July 12th and July 20th, the defendant was asked when he was going to pay, but no answer was garnered. He has not attempted to pay his balance since then.
9. This is not the first instance of the defendant driving without the proper documentation and causing an accident. He does not seem to have learnt his lesson or respect other people's property.

**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 300.
- 2 Interest in the sum of \$N/A calculated at the prescribed rate from to date.
- 3 Fixed costs of \$\$175, alternatively costs to be assessed.

R. Francis

Plaintiff's Signature

Plaintiff's address for service

<p>94 Valencia Drive, Bodden Town  P.O BOX 31198, KY1-1205  Email: reneedfrancis@yahoo.com  Number: 1345-516-4619</p>
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No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

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

**Between:**

Renee Francis (McManee)

Plaintiff

**AND:**

Alpacino M. Andrews

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 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.

Vehicle Repair Contract

I, Alpacio M. Andrews license plate 153 133, hereby take full responsibility for the accident that occurred on May 23rd, 2024, at around 1 :35 pm at the entrance of Northward. I am taking sole responsibility for paying the remaining \$300 for repairs needed for Ms. Renee McMancee's car no later than June 28, 2024, I acknowledge that this issue will be dealt with legally if not done before or by this agreed date.

24<sup>th</sup> May 2024  
□

25<sup>th</sup> May 2024

Date                      Date  
Pri  
Signature                      Signature

R. McMancee

Time                      5 30 > PiÄÄ

8:06pm

I, Alpacino M. Andrews license plate 153 133, located at Unit 171, Building F, Lakeside, 391 Esterly Tibbetts Highway, hereby take full responsibility for the accident that occurred on May 23rd, 2024, at around 1:35 pm at the entrance of Northward. I am taking sole responsibility for paying the remaining \$300 for repairs needed for Ms. Renee McManee's car no later than July 9<sup>th</sup>, 2024. I acknowledge that this granted extension is a one-time occurrence, and UNDER NO CIRCUMSTANCE will I be issued another. If the remaining \$300 is not paid before or by 10 am of the above date this matter will be dealt with legally.

29-JUNE-2024

Date

R

Signature

June 29, 2024

Date

R. McManee

Signature

Time 4:08pm