

STATEMENT OF CLAIM

1 The Plaintiff is an individual who resides in the Cayman Islands and is a self employed taxi driver. At the material time he was the owner of a 1989 Chevy Astro Station Wagon registration No. 81-802 which vehicle he operated as a taxi.

2 The Defendant is an individual who resides in the Cayman Islands and who is a mechanic who repairs cars/vans/and other vehicles. At the material time the Defendant had agreed to repair the Defendant's Chevy Astro Station Wagon.

3 By a verbal agreement entered into between the parties in September, 2000, the exact date of which the Plaintiff cannot now recall, the Defendant agreed to repair the Plaintiff's 1989 Chevy Astro Station Wagon, registration No. 81-802 by removing the existing engine and replacing the said engine with another one. The Defendant agreed to carry out this work for a price of CI\$900.00. As a result of this Agreement the Plaintiff turned over his van to the Defendant and gave him a down payment of CI\$450.00. A short time later the Plaintiff returned to the Defendant's premises where he had handed over the van and enquired if there had been any progress in the repairs. At this time the Defendant indicated that he needed an additional US\$600.00 (CI\$492.00) to purchase a new engine in Miami and an additional US\$300.00 (CI\$246.00) to repair the transmission. The Plaintiff paid the Defendant these additional amounts as requested.

4 A short time later the Defendant indicated to the Plaintiff that he needed an additional US\$200.00 to pay to get the engine which he had bought, to the airport in Miami for transport to the Cayman Islands and an additional CI\$200.00 for customs duty so that the Plaintiff also paid him these amounts.

5 To date the Defendant has carried out no repairs on the Plaintiff's vehicle and he has refused and/or neglected to hand it over to the Plaintiff. At the time when the Plaintiff handed over his vehicle to the Defendant it was in running condition and he had just paid CI\$150.00 to have the seats covered.

6 The Plaintiff is a self-employed taxi driver by trade and at the time of handing over the Chevy Astro Station wagon, this vehicle was being used as his taxi. The Defendant was aware of the fact that the van was being used as a taxi and that the Plaintiff had no alternative for this van so that consequently it was an expressed term of the verbal agreement between the parties that time was of the essence to have the van repaired as this was responsible for the Plaintiff's livelihood.

7 Since the date of handing over the van the Plaintiff has been unable to work and to earn any funds. At the time of handing over the van to the Defendant the Plaintiff earned on average CI\$1,000.00 per month. The Plaintiff values the van at CI\$7,500.00.

AND THE PLAINTIFF CLAIM:

(1) Value of the 1989 Chevy Astro Van of CI\$7,500.00

(2) Amounts paid to the Defendant to repair the van and obtain the new engines of CI\$1,934.00

- (3) Amount paid to have seats covered CI\$150.00
- (3) Loss of Income for 11 months @ CI\$1,000.00 per month CI\$11,000.00
- (4) Statutory Interest of 6% on CI\$ 20,584.00 being CI\$ 1,074.84 (30th September, 2000 - 13th August, 2001) 318 days @ CI\$3.38 per day) to date and accruing at the rate of CI\$3.38 per day.
- (3) Costs

Dated this 13th day of August, 2001.


BROOKS & BROOKS
Attorneys At Law for the Plaintiff

To: The Clerk of the Courts

And To: The Defendant
Mr Sidney Whittaker
No. 73, Tigris Road
Off Shedden Road
GRAND CAYMAN

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for future service of process is that of their said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. _____ of 2001

BETWEEN: **DUZZLE BORNEO SOLOMON** **PLAINTIFF**

AND; **SIDNEY WHITTAKER** **DEFENDANT**

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form **IMMEDIATELY**.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED**

Delay may result in judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged:

2 State whether the Defendant intends to contest the proceedings (Tick appropriate box)

Yes	No
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If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff(Please tick box)

Yes	No
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Service of Writ is acknowledged accordingly

Signed _____

Please complete oveleaf

(Attorney) for

(Defendant in Person)

Address for service:

Notes on Address for Service

Attorney: where the Defendant is represented by an attorney state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in Person: where the Defendant is acting in person, he must give his post office box and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(One, Artillery Court, George Town, Grand Cayman)

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below