



IN THE SUMMARY COURT AT GEORGE TOWN



Cause No. SC 229 of 2019

BETWEEN:

Alexander Philip Christopher West

Plaintiff

AND:

Johnathan Jaddin Woodman

Defendant



To the Defendant

Johnathan Jaddin Woodman

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Complaint 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 02 day of December, 2019.

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)

On 29 July 2019, a written agreement (the Agreement) was formed between the Plaintiff and the Defendant, for the Defendant to pay a personal debt to the Plaintiff amounting to the total of KYD \$6,000. However, the Defendant stopped making the agreed payments to settle the debt after transferring only KYD \$900.00. Currently, the Defendant refuses to pay the rest of the debt amounting to KYD \$5,100. The underlined agreement for this debt was for a purchase of a 2017 Hyundai Elantra [VIN: KMHD841CMHU330685] (the Vehicle) by the Plaintiff, which the Defendant never fulfilled. A copy of the payment agreement contract dated 29 July 2019 and receipts showing collected debt totaling KYD \$900.00 dated 29 July 2019 and 29 August 2019 are enclosed.

AND the Plaintiff claims :

1. The sum of KYD \$5,100.
2. Interest in the sum of \$ \_\_\_\_\_ calculated at the prescribed rate from to date.
3. Fixed costs of \$ \_\_\_\_\_, alternatively costs to be assessed.



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

Plaintiff's address for service

Ogier - 89 Nexus Way, Camana Bay, Grand Cayman, Cayman Islands
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Date Jul 29, 2019

Mr. Sobhanthan Woodman

No. \_\_\_\_\_

Reg. No.	Clerk	ACCOUNT FORWARD	
1	TOTAL OWED	CI	600 00
2			
3	PAID	CI	600 00
4			
5	BALANCE	CI	5,400 00
6			
7			
8	<i>[Signature]</i> 29/07/19		
9			
10	<i>[Signature]</i> 29/07/19		
11			
12			
13			
14			
15	<b>1</b>	CI	5,400 00

Your Account Stated to Date — If Error is Found Return at Once.

Date Aug 29, 2019

Mr Johnathan Woodman

No.

Reg. No.	Clerk	ACCOUNT FORWARD	
1	Total Owed	CI	5,400.00
2			
3	Paid (Online)	CI	300.00
4			
5	Balance	CI	5,100.00
6			
7			
8	<u>AW</u>		29/08/19
9			
10			
11			
12			
13			
14			
15		2	CI 5,100.00

Your Account Stated to Date -- If Error Is Found Return at Once.

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_ of 2019

BETWEEN: Alexander Philip Christopher West Plaintiff

AND: Johnathan Jaddin Woodman Defendant

ACKNOWLEDGMENT OF SERVICE

1. 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)

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Defendant's Signature

**REMINDER -** This form must be taken or send 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.