

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**LEGAL AID NO. 40 OF 1998  
CAUSE NO. 155 OF 1998**

**BETWEEN:**

**TRACY PEARCE**

**PLAINTIFF**

**- and -**

**(1) MERLIN SEYMOUR and (2) CURTIS SEYMOUR**

**T/A MERLIN'S AUTO SALES**

**DEFENDANT**

**WRIT OF SUMMONS**

TO: Merlin Seymour and Curtis Seymour  
t/a Merlin's Auto Sales  
PO Box 1425  
George Town  
Grand Cayman



**THIS WRIT OF SUMMONS** 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

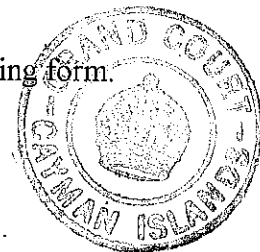
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 3rd day of March 1998

**NOTE** - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.



## STATEMENT OF CLAIM

1. By a contract made in writing the 14th July 1997 between the Plaintiff as Purchaser and the Defendant as Seller, the Defendant sold to the Plaintiff for the sum of CI\$3,500.00 a 4 door Toyota Starlet motor vehicle, chassis number EP810016111 (“the Vehicle”).
2. The Defendant sold the Vehicle in the course of business and the Plaintiff purchased the Vehicle for her private use.
3. By virtue of Section 15 of the Sale of Goods Law (1997 Revision) the following conditions were implied terms of the Contract:-
  - (1) that the Vehicle would be of merchantable quality;
  - (2) that the Defendant knowing by implication that the Vehicle was intended for private use, it would be reasonably fit for that purpose.
4. Further or in the alternative, in offering the Vehicle for sale in the course of its business and in order to induce the Plaintiff to enter into the Contract, the Defendant represented to the Plaintiff that it was in a roadworthy condition and the Plaintiff entered into the contract in reliance on that representation.
5. In breach of the implied terms pleaded in paragraph 3 herein the Vehicle was neither of merchantable quality nor reasonably fit for the purpose it was intended for.
6. Further or in the alternative the representation pleaded in paragraph 4 herein was false.

## PARTICULARS

The Vehicle had been involved in a motor crash prior to the contract and had been repaired only to the extent of cosmetically masking the damage suffered. The vehicle was not in a roadworthy state at the time of the contract and required correction of the deficiencies in the structural integrity and alignment of the chassis. The costs of the correction of the deficiencies has been appraised at CI\$3,660.69 and exceeds the purchase price as pleaded in paragraph 1 herein.

### **WHEREFORE THE PLAINTIFF claims:**

1. Damages for breach of the implied terms pleaded in paragraph 3 herein;
2. Further or in the alternative damages for misrepresentation;
3. Interest thereon pursuant to s62(1) of the Judicature (Amendment) Law 1995 or alternatively interest at such rate and for such period the Court deems fit.
4. Costs

**DATED** this 3rd day of March 1998



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**RITCH & CONOLLY**

**THIS WRIT** was issued by Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.

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**T/A MERLIN'S AUTO SALES DEFENDANT**

**WRIT OF SUMMONS  
AND STATEMENT OF CLAIM**

Messrs Ritch & Conolly  
Attorneys-at-Law  
3rd Floor  
Royal Bank of Canada Building  
P.O. Box 1994  
George Town  
Grand Cayman

TEL: (345) 949 7366

FAX: (345) 949 8652

REF: RMC