



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

LOUIS BOUCHER

Plaintiff

AND:

EARL ANTHONY SMALL

Defendant

To the Defendant

EARL ANTHONY SMALL

7 Breezy Way
PO Box 10681 Grand Cayman
CAYMAN ISLANDS KY1-1006

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 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 11 day of MAY 20 22

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

Please see attached Appendix marked 'LB1'.

AND the Plaintiff claims:

- 1 The sum of KYD \$6,375.
- 2 Interest from 12 October 2021.
- 3 Costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

c/o Joanne Conolly LLM, MBA, Notary Public
PO Box 22, Grand Cayman KY1-1301
Cayman Islands

926-0097 or 916-2063

Cause No. SC. Of. 2022

BETWEEN:**LOUIS BOUCHER****Plaintiff****AND****EARL ANTHONY SMALL****Defendant****APPENDIX 'LB1'****PARTICULARS OF CLAIM**

The Plaintiff, Mr Louis Boucher, obtained an Audi vehicle which required some improvements, and turned to the Defendant who works at Budget Car Rentals, but also works as a mechanic, to assist with the same.

Mr Small and Mr Boucher both worked on the car for some time, the Plaintiff spending substantially on new parts in order to ensure the vehicle would be fit for a long, reliable driving service, and when the car was ready, Mr Boucher gave Mr Small permission to drive the car to Mr Boucher's home, following leaving the vehicle at the location where it had been worked on, the evening prior. Instead of leaving the car at those premises, and carrying out Mr Boucher's instructions, Mr Small instead chose to drive the car home to Kipling Street in Bodden Town, and the following morning, with passengers in the vehicle, caused a road traffic collision in the vicinity of Moon Bay Condos, at the intersection of Kipling Street and Bodden Town Road in Bodden Town, writing-off Mr Boucher's Audi.

Mr Boucher spoke with the Defendant following the incident, and magnanimously agreed to split the costs incurred from the Defendant's actions, asking him to pay only less than half the original amount he was out-of-pocket, minus other costs Mr Boucher agreed to forego for early payment, being the sum of KYD \$2,000. After some debate back-and-forth, the Defendant agreed a date of 15 December 2021 as being the date he would make payment to Mr Boucher for writing-off his car. Mr Small made no attempt to make any payments to Mr Boucher, instead coming up with a raft of excuses as to why he had no money to give him; he had to send money home, he does not earn much, etc, etc.

To date, no money has been received by Mr Boucher from Mr Small, nor even contact by Mr Small to attempt to start to make restitution for his actions. Mr Boucher's \$16,000 car was written-off by Mr Small, culminating in a total loss of \$30,000, merely because he decided to take the car home, and run people around in it.

Further, in addition to causing the road traffic collision on the 12 October 2021, Mr Small then attempted to gain monies fraudulently by attending Mr Boucher's insurance company to allege injuries associated with the accident, intimating to Mr Boucher that if he could get

some money from the insurance company, he would pass it to the Plaintiff, making inroads in respect of the amount owed. The insurance company sent Mr Small away, informing him that as he was the one causing the accident, he in no way could claim against the insurance company which afforded him the insurance to drive the vehicle. The insurance company have not pressed charges upon Mr Small to date, in respect of this attempted fraudulent claim.

The Plaintiff lost his entire no claims discount with his insurance provider, built up over a number of years, and had to find another insurance company for his future needs. He has not yet filed a Police Report on the accident, however intends to do so now that it is clear the Defendant is unwilling to make restitution, and will be asking for an investigation into the careless driving of the Defendant.

Costs sought by the Plaintiff in the Petition comprise:

Lost Premium (9 months remaining)	575
Deductible	500
Licence (plate plus 9 months left)	210
Deposit for work	200
Tyres	450
Battery	300
Brakes	300
Front Axles	400
Vacuum Pump	200
Oil, Plugs, Coils, Filters	600
Labour	900
Car Rental	840
Administrative	500
Police Report	100
Increased insurance premium	300



Signed by Plaintiff

Dated

MAY 11, 2022

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

LOUIS BOUCHER

Plaintiff

AND:

EARL ANTHONY SMALL

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.