



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Plaint No. SC OF 2022

BETWEEN:

**CLAUDIA PETRULA DALLING (also known
as CLAUDIA DALLING-WRIGHT)**

Plaintiff

AND

**ROWAN CARDOZA t/a INDEPENDENT
SHIPPING**

Defendant

PLAINT

To the Defendant:

**Rowan Cardoza t/a Independent Shipping
Block 20B, Parcel 84
465 Shedden Road
George Town
Grand Cayman**

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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, 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 Acknowledgment of Service form.

IF YOU FAIL to satisfy the claim or fail to return the Acknowledgment 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 23 day of June 2022

See overleaf for particulars of the Plaintiff's claim.

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PARTICULARS OF CLAIM

1. The Defendant is a sole trader in business and holding himself out (relevant to this claim) as in the business of the delivery of goods to and from the Cayman Islands.
2. The Plaintiff was a customer of the Defendant and lives at Apartment #18, 197 Keturah Street, George Town, Grand Cayman.
3. On or about 8th December 2021 the Plaintiff entrusted to the Defendant goods (contained in two crates) for delivery to Jamaica. The value of the said goods was CI\$11,553.19 (some figures are estimated and or converted from a US dollar purchase price).
4. The Defendant accepted the said goods for delivery and received an agreed fee in the sum of CI\$90 for the service. The Plaintiff contends there were no written terms of business presented to her and that she accepted no written terms of business but that it was an express and or implied term of the agreement that:
 - a. The Defendant would deliver the goods to Jamaica and onward to the Plaintiff's brother, Jerome Dalling in Montpelier, Hanover, Jamaica
 - b. The said goods would be delivered within a reasonable time – the Plaintiff contends the Defendant was told that amongst the goods were items of important medical use namely a prosthetic leg and liners for a prosthetic leg for her son (an amputee living in Jamaica)
 - c. The said goods would be delivered in good condition or substantially the same condition as when they were received

Alternatively, the Plaintiff will contend the Defendant owed her a duty of care at common law in the circumstances.

5. In breach of agreement and or in breach of the duty of care the Defendant has failed to deliver the goods as agreed or at all.
6. In further breach of agreement and or in breach of the duty of care, the Defendant has failed to deliver the goods within a reasonable time and the goods which included the said items of medical use and also perishable items are or are likely to be no longer usable.
7. The Plaintiff has made repeated enquiries of the Defendant as to the delivery of her goods. The Defendant has repeatedly failed to provide any response or satisfactory response or to ensure delivery as agreed.
8. On 1st May 2022 the Plaintiff served a letter of demand on the Defendant and the Defendant acknowledged receipt by signing for the said letter. The letter of demand and attached list of goods was dated 27th April 2022 and is attached to this Plaint.

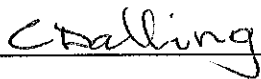
The Defendant has not replied or in any manner complied with the letter of demand or discharged his debt to the Plaintiff.

9. The Plaintiff has suffered loss and damage by reason of the breach of agreement and or the duty of care as aforesaid including but not limited to the costs of legal advice and assistance (CI\$250) and the costs of service of the letter of demand (CI\$50).
10. The Plaintiff is entitled to and claims interest on her loss or on such damages as may be awarded to her pursuant to section 34 of the Judicature Law (2017 Revision) at such rate and for such period as the Honourable Court may deem fit and in the alternative at the judgment debt rate of 2 and 3/8ths percent which equates to CI\$0.75 per day accruing daily and claimed from 8th January 2022 to date and continuing until judgment or sooner payment with the interest sum to date standing at CI\$124.50.

AND the Plaintiff claims:

- (a) The liquidated sum of CI\$11,563.19 or damages for breach of contract or breach of the duty of care
- (b) Costs of service of the letter of demand at CI\$50
- (c) Interest as aforesaid and continuing until judgment or sooner payment
- (d) Fixed costs, alternatively costs to be assessed.

Dated this 23 day of June 2022



CLAUDIA PETRULA DALLING

To:

The Defendant, Rowan Cardoza t/a Independent Shipping
Block 20B, Parcel 84
465 Shedden Road
George Town
Grand Cayman

&

The Clerk of the Summary Court.

MAILFAST SERVICES express link

P.O. Box 410, Grand Cayman KY1-1106, Cayman Islands
Tel: (345) 916-1685, Tel/Fax: (345) 949-2879
Email: mailfast1960@gmail.com

DATE	SHIPPER'S ACC. #	AIRBILL #	YOUR REFERENCE #	MESSENGER	
1.5.22		23193			
SHIPPER	SHIPPER'S SIGNATURE		CONSIGNEE		PHONE
			Mr. Rivas The Independent Shipping		
SERVICE	CHARGE	SAME DAY	OVERNIGHT	CONSIGNEE'S SIGNATURE	
SPECIAL INSTRUCTIONS			ROD		
			PRINT NAME		
			WEIGHT / PIECES		
			DATE & TIME		
TOTAL CHARGES			1 Piece		
WHITE: SHIPPER		WHITE: DESTINATION		YELLOW: STATION	
WHITE: SHIPPER		WHITE: DESTINATION		BLUE: CONSIGNEE	

P.O. Box 2872 KY1-1112
George Town, Grand Cayman
Cayman Islands
Email: claudiadalling37@gmail.com; Tel: 1(345)326 5451

Mr. Rowan Cardoza T/A Independent Shipping
Block 20B, Parcel 84, 465 Shedden Road, George Town
Grand Cayman, Cayman Islands
27/04/2022

Sir:

Re: Kindly get back to me, within seven working days of receipt of this missive, in order to keep this matter out of Court.

I refer to the subject at caption and wish to, at this juncture, remind you of your obligation to deliver, to Mr. Jerome Dalling, the items I entrusted to you on 8 December, 2021.

I am sure that I do not need to remind you that you accepted the aforementioned items from me, on the abovementioned date, on the island of Grand Cayman. You agreed that, for the fee of CI\$90.00 that I paid, you would ship them to Jamaica and release them to my brother, Mr. Jerome Dalling, whom I had asked to collect them from you, in Montpelier, Hanover, Jamaica, for onward delivery to my son, Ackeem Williams (an amputee) of Strathbogie, Westmoreland. *(Those items, and their prices, are listed on the attached sheet.)*

In the video recording, I have of you receiving the goods, everything was itemized and you are seen receiving them and acknowledging receipt.

More than four months have elapsed and the intended recipient has not had sight of one single item. That is not satisfactory and is a clear breach of our agreement, in which you promised to deliver my property to a collection point, from which Mr. Jerome Dalling would have been able to collect the various items, within two weeks from the day you contracted to transport them from Cayman to Jamaica.

I have reached out to you numerous times and have made many casual/friendly as well as *impassioned* overtures to you, in order to give you an opportunity to either return my property to me here, in Grand Cayman, or otherwise get them to your place of business in Jamaica, so that they could be collected from you by my representative. So far, you have given me no assurances that you are willing and able, to bring the matter to a satisfactory conclusion. *I wish to caution you that many persons, similarly affected, have committed to giving testimony of your faithlessness in this matter, should it reach the Court.*

Please note that this is the last benign missive that you shall receive from me; and the next communicate shall be from my attorney, whose fees you shall be required to pay at the end of the ensuing Court proceedings in which, I am assured, you are highly unlikely to prevail. I suggest that you do not ignore this warning, and you should be aware that court proceedings will likely affect your business reputation, your ability to renew your business license, and your credit rating, among other things.

Essentially, the intended purpose of this communication is to *formally* notify you that you have seven (7) working days, from receipt of this *Letter of Demand*, to make sure that all items are delivered - either back to me or to the person initially charged with receiving them in Jamaica. Be aware that if I do not receive a satisfactory answer within seven days, as stipulated in the caption of this letter, I shall be taking the matter to court and I shall be claiming the full total of CI\$11, 553.19 (eleven thousand five hundred and fifty-five point two dollars) plus legal fees and the value of any damage to my property, if applicable.

Courteously yours,



Claudia Dalling-Wright.

List of Items

Quantity	Item	Item Price	Quantity	Item	Item Price
2 bottles	Hair conditioner	\$5.00	2	Bags of peas	\$19.99
2 bottles	Shampoo	\$5.00	2	Bags of corn	\$16.99
3	Tuna	\$6.00	4 pair	Slipper	\$100.00
3	Cans Tomato sauce	\$33.99	1 pair	Sneaker	\$50.00
3	Boxes Macaroni	\$13.49	3 bottles	Vitamins	\$96.00
1	Box Rottelli pasta	\$3.50	1	Aveena Lotion	\$34.00
2	Bags of peas	\$19.99	1 dozen	Irish spring	\$11.49
1	Big Bottle, Mayo	\$9.19	1	prosthetic leg	\$8,300.00
5	Bottles Perfumes	\$125.00	3	Liners for prosthetic leg	\$1,743.00
4	Tins of milo	\$16.99	1	Extension cord	\$50.00
2	Bottles Coffee Mate	\$6.99	1	Dress/swimsuit	\$100.00
5	Tins Sardine	\$6.99	1	Pantsuit	\$35.00
6	Tins of Evap milk (Betty)	\$9.00	1 pair	Jeans pants	\$45.00
1	House blend coffee	\$12.99	1	Shower curtain	\$25.00
2	Bottles of cooking oil	\$29.99	3	White tee shirts	\$30.00
1	Magic seasoning	\$3.99	8	Stockings	\$50.00
1	Season all	\$9.99	3 dozen	White socks	\$207.50
3	Toothpaste	\$11.99	1	Panty rack	\$25.00
1	Set of 4 knives	\$34.99	2	Packs of Boxer shorts	\$50.00
7	Boxes of Macaroni	\$21.98	1	Box of crackers	\$25.00
4	Boxes of Corn flakes	\$9.19	2 sets	Table knives	\$25.00
2	Sets of Spoons	\$25.00	1	Nutmeg grater	\$28.00
2	Sets of Teacups	\$58.99	1	Fly killer	\$15.99
		Total \$480.23			Total \$11,082.96
GRAND TOTAL 11,563.19					

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CLAUDIA PETRULA DALLING (also known
as CLAUDIA DALLING-WRIGHT)

Plaintiff

AND

ROWAN CARDOZA t/a INDEPENDENT
SHIPPING

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

[Empty rectangular 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 2022

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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.