



No. 1  
Plaint

RY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

BETWEEN:

Hopeton Newton

Plaintiff

AND:

Emmanuel Wright

Defendant

To the Defendant

No. 383 Northward Road, Bodden Town, Grand Cayman  
Cayman Islands

THIS PLAINT has been issued against your 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 <sup>13</sup> day of <sup>June</sup> 2022

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)

**(See Attached)**

AND the Plaintiff claims:

- 1 The sum of KY\$2,170.00.
- 2 Interest in the sum of \$ NIL calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 100.00 KY, alternatively costs to be assessed.

*H Newton*  
 \_\_\_\_\_  
 Plaintiff's Signature

Plaintiff's address for service

<p><b>184 Crewe Road, George Town,          Grand Cayman, Cayman Islands.</b></p>
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*General Delivery  
 PH # 922-1398  
 Email # hopetonnewtonsanja@gmail.com*

**PARTICULARS OF CLAIM IN THE MATTER OF****Hopeton Newton VS Emmanuel Wright**

1. This Statement is in relation to an incident that took place between The Plaintiff (Hopeton Newton) and The Defendant (Emmanuel Wright). The Plaintiff engaged The Defendant's services for doing a paint job on his vehicle. However, the vehicle has been returned without doing any work on it. The Plaintiff paid to The Defendant the amount of KY\$1,100.00 (eleven hundred) for this job, and so far has been paid back by The Defendant only KY\$400.00 (four hundred), with an outstanding balance of KY\$700.00 (seven hundred).
2. On September 30, 2021, The Plaintiff dropped his vehicle, a 2008 Chrysler 300, at WRIGHT'S Workshop, on Washington Boulevard, a business owned by The Defendant. Both The Plaintiff and The Defendant agreed that his work to paint The Plaintiff's car would be completed in a period of 10 (ten) days after it was dropped at his workshop. However, The Defendant did not do so. The Plaintiff tried calling several times, as well as walked in the workshop. The Defendant was nowhere to be found. The Plaintiff became concerned and took the matter to the Police. He spoke to a Police Officer on October 15<sup>th</sup>, 2022. He does not clearly remember the name or regulation number of the Officer he spoke to. Nevertheless, this Police Officer managed to speak to The Defendant himself, and to The Plaintiff, thereby coming to an Agreement to have The Defendant return the vehicle to The Plaintiff, as well as the entirety of the sum of money that The Defendant had been paid for the undone paint job. The Defendant returned the vehicle to The Plaintiff without painting, but failed to give the back the money received in full. Since then, The Defendant has paid back only KY\$400.00 (four hundred) as stated on paragraph 1 of this Particulars of Claim, thus evincing that he has no intention to honor their first agreement to paint the vehicle. The Plaintiff is convinced that The Defendant has embezzled his money by deception. The Defendant sends text messages to The Plaintiff about paying the outstanding balance. However, The Defendant avoids The Plaintiff every time he is to be contacted personally. It should be noted that, although the said Police Officer spoke to both The Plaintiff and The Defendant, no official report was logged in by the same.
3. Additionally, The Plaintiff was forced to rent a vehicle for the duration of the time that his vehicle was supposedly being painted. The Cost of this Rental was KY\$35.00 (thirty-five) per day, for a duration of six weeks, totaling KY\$1,470.00 (fourteen hundred seventy). The amount has been added up, for a total claim of the outstanding balance of **KY\$700.00** (seven hundred) plus rental expenses for **KY\$1,470.00** (fourteen hundred seventy) for a grand total of **KY\$2,170.00** (twenty-one hundred seventy), **not including KY\$100.00 (one hundred) Agency fees for the paperwork to be done for this claim.**

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

**Hopeton Newton**

Plaintiff

AND:

**Emmanuel Wright**

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 Plaint 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.