



No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

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

BETWEEN:

LELAND MARAGH

Plaintiff

AND:

GARFIELD ST JOSEPH BROWN

Defendant

To the Defendant

GARFIELD ST JOSEPH BROWN  
 68 OAKMILL STREET  
 GEORGE 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    day of    20

**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)

1. The defendant began working with the plaintiff as a carpenter on secondment with S&H Construction in February 2021 earning CI\$16.00 per hour. His monthly wages were approximately CI\$1,000.00 per week. This monthly wage was supplemented by overtime work which varied from time to time - depending on the contractual obligations of the plaintiff. As of June 29, 2021, his hourly earnings were increased to CI\$17.00. On December 31, 2021 the defendant approached the plaintiff for loan of CI\$2,000.00 to assist him in paying for his work permit because his work permit holder was unable to pay it. He agreed to repay the said loan by salary deduction at a rate of \$500.00 per week the first payment to be made on January 7, 2022. The plaintiff lent the said sum to the defendant by way of Cayman National Bank cheque # 1341 which is exhibited as LM#1. He paid the work permit fee and returned the Receipt to me which I exhibit as LM#2. The defendant did not repay that money whilst he continued to work for me on secondment from his work permit holder.
2. On September 23, 2022 the defendant wanted to visit his family in Jamaica for Christmas asked the Plaintiff to use his credit card to purchase the Cayman Airways ticket online for December 10, 2022 through One Travel (Travel Agency) for KYD\$401.00 which was agreed would be attached to the previous loan of KYD\$2,000.00. The Plaintiff purchased the ticket with his credit card and exhibit the email receipt for this purchase as Exhibit LM#3 and credit card statement reflecting this payment as Exhibit LM#4. Balance now owed: \$2,401.00.
3. On October 1, 2022 the defendant asked the Plaintiff to purchase a tool set from A.L. Thompson's Hardware for him, using the Plaintiff's A.L. Thompson's company account, which the Defendant promised to repay the Plaintiff for. That day the Defendant accompanied the Plaintiff to A.L. Thompson's and chose the tool set and the Plaintiff paid KYD\$278.54 for the item. Exhibit LM#5 is a copy of this A.L. Thompson's sale receipt. Balance now owed: \$2,679.54.
4. On December 7, 2022 the borrowed a further \$4,500.00 from the Plaintiff to assist in complete building his house in Joe Hut, Trelawny, Jamaica. The Plaintiff lent the Defendant this sum in cash in the parking lot of The Health Services Authority (HSA) and the Defendant told the Plaintiff to add this sum to his outstanding loan of \$2,679.54 making the total debt owed at that time to \$7,179.54.
5. On December 30, 2022 the Defendant telephoned the Plaintiff and asked the Plaintiff to use his credit card to pay the change fee of \$62.00 to change his flight from Jamaica from January 4, 2023 to December 30, 2022 and that this sum should be added to the total sum owed. The Plaintiff paid this change fee using his credit card. Exhibit LM #6 is a copy of the Cayman Airways

receipt for this change fee, exhibit LM#7 is a copy of the defendant's Cayman Airways return ticket for the Defendant. Total debt now \$7,241.54

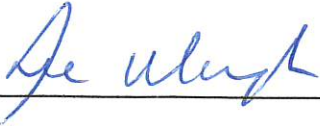
- 6. January 4,2023 the Defendant borrowed \$650.00 cash from the Plaintiff to pay his landlord Gillian for January 2023 rent. Total debt \$7,891.54
- 7. On January 20, 2023, the Defendant borrowed \$474.00 from the Plaintiff to pay one Ainsworth Brown o/c "Baboo" for some work that Ainsworth had done for the Defendant. Total debt \$8,365.54
- 8. On January 27,2023 the Defendant paid the Plaintiff \$300.00 as the first payment towards the \$2,000.00 loan on December 31,2021. Total Debt reduced to \$8,065.54.
- 9. On February 3,2023 the Defendant again paid the Plaintiff \$200.00 as the second payment towards the loan of \$2,000.00 on December 31,2021. Total Debt further reduced to \$7,865.54.
- 10. On the same February 3,2023 the defendant borrowed \$1,000.00 cash from the Plaintiff as an advance on two contracts from the Health Services Authority (HSA) to make cabinets for the North Side and East End District clinics in which the Defendant was projected to earn a minimum of \$14,000.00. This was the reason the Plaintiff continued to lend the Defendant different sums at different times. The total debt now \$8,865.54.
- 11. On or about March 10, 2023, the Defendant did not turn up to complete the cabinet contract and from March 12, 2023, the Plaintiff began to demand payment of the loan of \$8,865.54 and the Defendant has refused to even respond to the Plaintiff's telephone calls and WhatsApp Messages.

AND the Plaintiff claims:

1 The sum of \$8,865.54.

2 Interest in the sum of \$ 0 calculated at the prescribed rate from to date.

3 Fixed costs of \$ 0, alternatively costs to be assessed.



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

Plaintiff's address for service

60 Natures Circle  
Bodden Town, P.O. Box 11853 KY1-1010  
Grand Cayman, Cayman Islands

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

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

Between:

LELAND MARAGH

Plaintiff

AND:

GARFIELD ST JOSEPH BROWN

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

GARFIELD ST JOSEPH BROWN  
68 OAK MILL STREET  
GEORGE TOWN, GRAND CAYMAN

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.