



SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No. SC OF 2024

BETWEEN:

KATHLEEN DIXON

Plaintiff

AND

DAVID HAYLES

Defendant

PLAINT

To the Defendant:

**David Hayles
T: 345 325-2483
Outland Road
Gun Bay
East End
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 **Plaint** 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 31 day of January 2024

See overleaf for particulars of the Plaintiff's claim.

1. The Plaintiff is an individual and was the former landlady of the Defendant until about January 2023.
2. Further, the Plaintiff in her personal capacity and upon the Defendant's requests loaned or advanced to the Defendant sums of money. There were three sums of money lent / advanced as set out below. None of those sums has been repaid.
3. The Plaintiff issued to the Defendant a letter of demand dated 15th November 2023 and served and signed for as received on 16th November 2023. Despite the letter of demand the Defendant has failed to discharge his debt to the Plaintiff and has failed to make any or any reasonable or acceptable proposals for the discharge of the debt.

Rent Arrears

4. The Defendant was a tenant at the Plaintiff's property until January 2023. The monthly rent at CI\$400 per calendar month was not paid for December 2022 or for January 2023. The Plaintiff discovered that her property had been vacated by the Defendant when she returned from a trip overseas. The Defendant has failed to discharge the last two months of rent due and payable in the total sum of CI\$800.

Interest is claimed on this debt from 31st January 2023.

Loans / Monies Advanced

5. The Plaintiff lent to the Defendant sums of money / advanced sums to the Defendant on three separate occasions.
 - a. In 2021 the Plaintiff lent to the Defendant the sum of CI\$5,800 at the Defendant's request for the purchase of a motor vehicle, namely a bus. The loan was made in separate cash sums of CI\$4,000 and CI\$1,000 and CI\$800 in or about April or May of 2021. The Defendant promised to repay the loan and signed a document to confirm the said loan and the promise to repay. In breach of agreement the Defendant however has failed to repay the debt even after the said bus was sold.

Interest is claimed on this debt from 30th June 2021.
 - b. In July 2021 the Plaintiff lent to the Defendant CI\$600 for the purchase by the Defendant of a car bonnet for the Plaintiff's car. The Plaintiff supplied the CI\$600 but the said bonnet

for the Plaintiff's car was never purchased or replaced on her vehicle. The Defendant has in breach of agreement failed to return the money.

Interest is claimed on this debt from 31st August 2021.

- c. In October 2022 the Defendant called the Plaintiff when she was away on a trip overseas to say that he had located a car for the Plaintiff for purchase in the sum of CI\$400. The Plaintiff arranged for her friend Ms Joy Wright to give to the Defendant the sum of CI\$400 as asked. The said sum was advanced to the Defendant. The Defendant did apparently purchase a car for the Plaintiff but told the Plaintiff it could not be driven as it had a hole in the floor. The Plaintiff returned from her overseas trip to find a car on her property which is no more than an empty shell with the component parts having been removed. The vehicle is not in a drivable condition. The vehicle has not been moved and requires removal from the Plaintiff's property. The sum paid / advanced for the car has not been returned and the Plaintiff will have to have the car removed at an estimated cost of CI\$255.

Interest is claimed on this advance (the CI\$400 only) from 30th November 2022.

6. The Plaintiff is entitled to and claims the return of the aforesaid sums together with interest and costs.
7. The claim is for the sum of CI\$7,600 under paragraphs 4 and 5 above plus the estimated cost of removal of the vehicle referred to at paragraph 5c. The Plaintiff claims the total sum of CI\$7,855.
8. The Plaintiff is entitled to and claims interest,
 - a. At the Cayman Island dollar prime lending rate applied by FCIB First Caribbean bank presently at 7.75% per annum on each of the aforesaid loans / sums advanced and accruing on a daily basis from the respective dates set out above. The sum in interest to date amounts to CI\$1,375.19 and continues to accrue at the daily rate of CI\$1.61 until judgment or sooner payment.

Alternatively,

 - b. Pursuant to section 34 of the Judicature Act (2021 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\$425.39 from the respective dates set out above and continues to accrue daily at the rate of CI\$0.49 until judgment or sooner payment.
9. For the avoidance of doubt the Plaintiff will seek interest pre-judgment and post-judgment until the discharge of the debt in full.

AND the Plaintiff claims:

- (a) The liquidated sum of CI\$7,855
- (b) Interest as aforesaid continuing until judgment or sooner payment
- (c) Fixed costs, alternatively costs to be assessed.

Dated this 30 day of January 2024

Kathleen Dixon
 Kathleen Dixon
 (the Plaintiff)

To:

The Defendant, David Hayles of Outland Road, Gun Bay, East End, Grand Cayman,

&

The Clerk of the Summary Court.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No. SC OF 2024

BETWEEN:

KATHLEEN DIXON

Plaintiff

AND

DAVID HAYLES

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

1. 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 2024

See Overleaf

(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.