



No. 1
Plaint

COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Norman Michael Bodden Jr

Plaintiff

AND:

Luis Medina Palacios

Defendant

To the Defendant

Larry Hardware & Home Center
386 Eastern Avenue, George Town, Cayman Islands

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, 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 27th day of 09 2024

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)

I sold a 2007 Sea doo RXT 215 to Luis Palacios on the 19 May 2024 for KYD 3,500, he made an initial payment of KYD 2,000 and have not paid the balance after multiple attempts to collect the funds.

Luis Palacios previously tested and rode the ski before purchasing and acknowledged that it needs some work, and I asked him if he would like to check the engine which he said no that he was a mechanic and can sort out any issue the ski may have.

I agreed to take an initial payment of KYD 2,000 in good faith because I knew the ski didn't have any issues I have made several attempts to collect the balance however Luis is not consistent he promises to pay and then when I demand the payment, he says the ski wasn't working properly that it has issues etc.

Luis has been back and forth with his excuses he promised payment a few times he would always give me dates then he said he was injured he said that he will fix 2 cars and will pay me, and he have not kept his word.

AND the Plaintiff claims:

1 The sum of KYD 1,500.

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

Jimwood Drive , Ranch Road Savannah Bodden Town

9280258 norman.bodden2016@outlook.com

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Norman Michael Bodden Jr

Plaintiff

AND:

Luis Medina Palacios

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.