



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 2025

BETWEEN: GAULDIE FACEY

Plaintiff

AND: LIDIA VICTORIA SOLOMON

Defendant

To the Defendant:

Lidia Victoria Solomon  
No. 70 Alamanda Drive, Birch Tree Hill  
West Bay, Grand Cayman

### PLAINT

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 Complaint 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 13<sup>th</sup> day of April 2025

**See overleaf for particulars of the Plaintiff's claim**

**PARTICULARS OF CLAIM**

1. The Plaintiff was at all material times the owner of a blue and red South Sea 27ft boat with a blue trailer and two chairs. On or around 20th January 2024, the Defendant entered into an oral agreement with the Plaintiff and later supported by a promissory note dated 20 January 2024, to purchase the said boat from the Plaintiff in the amount of CI\$2,500.00 (two thousand five hundred Cayman Islands dollars). It was agreed that the Defendant would pay CI\$400.00 per month until the CI\$2,500 was paid in full.
2. On 23 January 2025, the Defendant made a payment of CI\$800.00.
3. On 25 March 2025, the Defendant sent WhatsApp messages to the Plaintiff through his attorney, stating that she would not be making any further payments towards the boat.
4. The amount of CI\$1,700 remains due and owing as at the date of filing this claim. Despite pleading with the Defendant to pay the outstanding sum, she has continuously refused to make any further payments for the boat.
5. The Defendant is in breach of the Promissory Note dated 20 January 2024 and is indebted to the Plaintiff for CI\$1,700.00.

AND the Plaintiff claims:

- 1 The sum of **CI\$1,700.00**
- 2 Interest
- 3 Costs of \$500.00, alternatively costs to be assessed if not agreed.

Dated this 13<sup>th</sup> day of April, 2025

*Facey-Clarke & Associates Ltd.*

Facey-Clarke & Associates Ltd.

Attorney for the Plaintiff

Plaintiff's address for service is that of his attorney at law, No. 61 Hetties Lane, Mount Pleasant West Bay, Grand Cayman – 917 6351

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Plaintiff

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Defendant

ACKNOWLEDGMENT OF SERVICE OF PLAINT

1. State Defendant’s name and address –

**Lidia Victoria Solomon**

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 \_\_\_\_\_, 2025

**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

Defendant's address for service of documents is \_\_\_\_\_

**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.