



No. 1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

Trifina Sonita Scott

Plaintiff

AND:

Cuddayne Sylvester Watson

Defendant

To the Defendant

South Shore Complex - 327.8757
Shamrock Road turn on right side

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, 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 12 day of August 2025.

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)

Please see attached document.

AND the Plaintiff claims:

- 1 The sum of \$10,200.00 C.I.
- 2 Interest in the sum of \$ ~~1,700.00 C.I.~~ ^{According to contract} calculated at the prescribed rate from to date. \$175.00 + bailiff fees.
- 3 Fixed costs of \$ ~~8,500.00 C.I.~~ ^{According to contract}; alternatively costs to be assessed.



Plaintiff's Signature

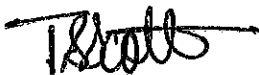
Plaintiff's address for service

P.O. Box 1267, G.T., KY1-1108
43 Dewsbury Avenue, Bodden Town
Grand Cayman, Cayman Islands.

I am selling my car listed in the contract the buyer who is also listed on the contract agreed to make 3 instalments of payment to total the amount of \$16,500.00CI first payment being 8,000.CI which he made on May 8th, 2025, the following payments he has agreed to pay \$4,250.CI on June 25th, 2025, and then July 25th, 2025. The buyer has asked me if I could please loan him the car to drive in the meantime because he has no transportation to get to work and his wife has 1 car which she needs to pick up the kids from school and for her to get to work. I completely inconvenienced myself and my husband to allow him the car to drive; he called numerous times within the same day to ask to use the car. I explained to him that in most cases the deposit is paid to hold the vehicle for him so no one can purchase it, the vehicle should only be given to the buyer once the full payment has been made, with saying that I sympathized with the buyer and loaned him the car to drive, due to me and my husband not having another vehicle I had to quickly use the deposit to purchase a car temporarily to drive in the meantime which was not the initial plan I had for the funds. On June 25th 2025 I noticed that no payment was made, I contacted the buyer he explained that he is waiting on some funds to pay me so I asked him to tell me when he will be able to pay he didn't give me a time or date, however after a few days of consistently calling for an update I received none at the time and then on July 2nd 2025, he told me in a WhatsApp message that he doesn't know when he will receive the funds and he proceeded to give me options of either returning my vehicle to me and I give he back the deposit or I give him more time to pay me in which I declined due to the fact I had already given him sufficient time to pay me which is proven in my WhatsApp message and he did not reply to. he was making numerous excuses of being at work etc... I eventually became frustrated and asked my husband to phone him as he had also been the person who he had been in contact with most of the time when showing the vehicle, he gave my husband the assurance he would make payment on the 2nd of July 2025. On the 2nd of July 2025, no payment was made, and the buyer didn't phone to say anything so later that day I decided to phone him again he said he was at work around 5:30pm in the day and said he would phone me back he never did. Because I have reminded him of the contract agreement every day after the 25th of June if no payment is made a \$50 CI LATE FEE will be added to the amount that's due. The buyer has refused to pay me to date and has also refused to return me vehicle that is registered in my name to me. He and his wife has implied that I should take them to court as that would be the only way I can get my belongings back

I have numerous text messages, voice notes communicating with the buyer as proof of my numerous attempts of receiving payment of what is owed for my vehicle and also arranging to give more time for the buyer to pay in which I had no response.

Yours Truly



Trifina S. Scott

August, 13, 2025.

CAR SALE AGREEMENT

Buyer's Name: Cuddayne Sylvester Watson

Seller's Name: Trilina Sonita Scott

Address: 195 Birch Avenue, GE

Address: 43 Dawsbury Avenue, BI

Country/City: Cayman Islands

Country/City: Cayman Islands

Phone: 345-327-8757

Phone: 345-917-1773

The Seller hereby conveys to the Buyer's purchasing agreement to the Motor Vehicle described below:

Description of Motor Vehicle Sold

Year: 2015 Make: BMW Model: X4 XDrive 20i Color: SOPHISTO GREY
VIN: WBAXW1202FG74479

The buyer hereby agrees to pay the seller \$8,000 KYD on May 8th, 2025, and \$4,250.00 KYD on the 25th day of each month beginning June 25th, 2025, until all payments made to the seller total \$16,500.00 KYD.

If the buyer fails to make a payment on or before its due date, a late fee of \$50.00 KYD shall be added to the balance due and shall be payable immediately.

Both parties hereby agree that this is an "as is" sale, with no warranties of any kind, expressed or implied.

The agreement shall be governed by the laws of the Grand Cayman, Cayman Islands.

The parties hereby signify their agreement to the terms above by their signatures.

C. Watson May 7th 2025

TS Scott May 7th 2025

Buyer's Signature & Date

Seller's Signature & Date

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:Trifina Sonita ScottPlaintiff**AND:**Cuddayne Sylvester WatsonDefendantACKNOWLEDGMENT OF SERVICE

1 State 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.