



No. 1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC_____ of 2024

BETWEEN: ONEIL GRAY

Plaintiff

AND: CUDDAYNE WATSON

Defendant

To the Defendant

CUDDAYNE WATSON
C/O LG Contracting Ltd
66 Breezy Way, George Town
Grand Cayman
Email: Cuddaynewatson71@gmail.com
Telephone: 327-8757

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 15 day of August 2025

This **PLAINT** was filed by Murray and Westerborg Attorneys-At-Law for the Plaintiff herein, whose address for service is 2nd Floor, Cayman Shipping Center, Industrial Park, 10 Shipping Lane, PO Box 10067, KY1-1001, Cayman Islands.

PARTICULARS OF CLAIM

1. The Plaintiff was at all material times resident in the Cayman Islands at address situated at No. 63 Powell Smith Drive, P.O. Box 31651 West Bay KY1-1207, Grand Cayman, Cayman Islands and employed Junk Cayman Ltd.
2. The Defendant was at all material resident in the Cayman Islands. His residential address is currently unknown to the Plaintiff. The Defendant is currently employed to LG Contracting Ltd., with registered office situated at No. 66 Breezy Way, George Town, Grand Cayman.
3. On or around the 9th day of February 2025 the Plaintiff entered into a verbal agreement with the Defendant whereby the Plaintiff agreed to sell a 2018 Honda Fit Sport VIN # GP5-1308837 ["the Vehicle"] to the Defendant for the price of KYD\$12,000.00.
4. It was further agreed between the parties that the Defendant would pay to the Plaintiff a deposit of KYD\$2,500.00 upon which the Defendant would take possession of the vehicle and the remainder of KYD\$9,500.00 would be paid by the Defendant to the Plaintiff within a week after the Defendant took possession of the vehicle.
5. On or around the 9th day of February 2025 the Defendant, as per the agreement, paid the agreed deposit of KYD\$2,500.00 to the Plaintiff via bank transfer.
6. On or around the 12th day of February 2025 the Defendant took possession of the vehicle from the Plaintiff. The remainder of KYD\$9,500.00 was therefore due for payment on or around 19th day of February 2025.
7. Since the Defendant took possession of the vehicle the Plaintiff has made multiple requests to the Defendant for the payment of the agreed remainder. The Defendant has failed to make payment as per the terms of the sale agreement.
8. On or around the 8th day of April 2025 the Defendant told the Plaintiff that the vehicle had been involved in a motor vehicle collision and that the vehicle as written off.
9. On or around the 1st day of May 2025, the Plaintiff saw the vehicle parked in George Town, Grand Cayman and upon visual observation there was no indication that the vehicle had ever been involved in a collision. The Plaintiff immediately contacted the Defendant alerting him to his observations and pointing out that he had been deliberately misled by the Defendant regarding the current state of the vehicle.
10. The Plaintiff has since made several further requests to the Defendant for the payment of the outstanding agreed remainder, and the Defendant has failed to make payment as initially agreed.

This PLAINT was filed by Murray and Westerborg Attorneys-At-Law for the Plaintiff herein, whose address for service is 2nd Floor, Cayman Shipping Center, Industrial Park, 10 Shipping Lane, PO Box 10067, KY1-1001, Cayman Islands.

AND the Plaintiff claims:

1. The sum of KYD\$9,500.00; or alternatively
2. The return of the vehicle along with payment of a reasonable sum reflecting any depreciation in the value of the vehicle resulting from its use by the Defendant or his agents from the date the Defendant took possession of the vehicle to the date of its return. The cost of assessing the depreciation in value of the vehicle to be borne by the Defendant.
3. Interest in the sum of KYD\$40.94 calculated at the prescribed rate from 19th day of February 2025, the date the remainder became due and payable, to date.
4. Interest to continue at the per diem rate of KYD\$0.23 until this matter is resolved.
5. Fixed costs of KYD\$175.00, alternatively costs to be assessed.

_____

Plaintiff's Signature

Plaintiff's address for service

ONEIL GRAY
Murray and Westerborg
2nd Floor, Cayman Shipping Center
Industrial Park, 10 Shipping Lane
PO Box 10067
KY1-1001, Grand Cayman
Cayman Islands
Oneilgray25@yahoo.com

This **PLAINT** was filed by Murray and Westerborg Attorneys-At-Law for the Plaintiff herein, whose address for service is 2nd Floor, Cayman Shipping Center, Industrial Park, 10 Shipping Lane, PO Box 10067, KY1-1001, Cayman Islands.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2025

BETWEEN: ONEIL GRAY Plaintiff
AND: CUDDAYNE WATSON Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

CUDDAYNE WATSON
C/O LG Contracting Ltd
66 Breezy Way, George Town
Grand Cayman
Email: Cuddaynewatson71@gmail.com
Telephone: 327-8757

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

-2-

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 send 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.