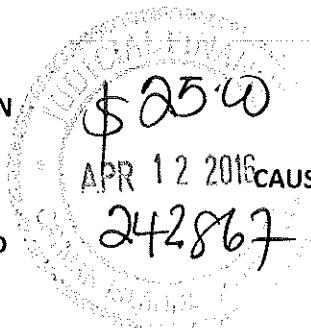


IN THE SUMMARY COURT AT GEORGE TOWN



0090
CAUSE NO.: SC OF 2016

BETWEEN:

FLOWERS BLOCK LTD

PLAINTIFF

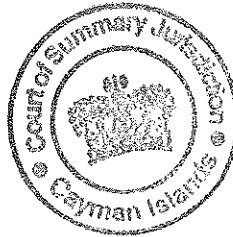
AND:

ROY NICHOLSON
(T/A NICHOLSON CONSTRUCTION)

DEFENDANT

PLAINT

To: Roy Nicholson
(T/A Nicholson Construction)
PO Box 2340
Grand Cayman KY1-1106
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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, 61 Albert Panton Street, P.O. Box 495, KY1-1106, 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 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 the full particulars of your Defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued: 11th day of April, 2016

PARTICULARS OF CLAIM

1. On 9 September, 2011 the Defendant ordered 5,903 concrete blocks from the Plaintiff. The Plaintiff was instructed by the Defendant that the merchandise would be collected from the Plaintiff's establishment.
2. The Defendant issued a Cayman National Bank cheque no. 1150 dated 5 September, 2011 to the Plaintiff in payment for the merchandise described in paragraph 1.
3. On 7 September, 2011 the Plaintiff was contacted by the Cayman National Bank and advised that the Defendant's cheque was returned due to insufficient funds in the Defendant's account in order to complete the transaction.
4. On 7 September, 2011 the Plaintiff issued invoice no. 005836 in the amount of CI\$3,250.00 to the Defendant, which included all charges incurred in relation to the Defendant's returned cheque.
5. In February, 2012 the Defendant was contacted by the Plaintiff and it was agreed between the parties that an installment would be paid monthly in order to fully liquidate the indebtedness owed to the Plaintiff.
6. The Defendant signed a Promissory Note to pay CI\$600.00 to indemnify the current outstanding indebtedness of CI\$3,449.43 (plus 1.5% interest per month) on the 30th day of each month commencing on 30th March, 2012 until total indebtedness was achieved.
7. On 8 September, 2012 the Plaintiff wrote to the Defendant advising that various attempts were being made to contact the Defendant but had proven futile and frustrating to the Plaintiff. The Plaintiff further advised the Defendant that should full indebtedness not be received within seven day the account would be turned over to a debt collection agency.
8. The Defendant was at all material times aware of the Plaintiff's policy regarding outstanding invoices in regards to service and delivery of all merchandise.


9. The Plaintiff rendered invoices on all goods and services. On each invoice there is a note at the bottom that states *"the customer agrees to pay for the goods/services supplied within 30 days of the invoice date. Failing which CL Flowers & Sons Ltd will impose a late payment charge of 1.5% monthly compounded interest on the unpaid balance. The customer also agrees to pay all reasonable costs, including legal fees, in relation to the collection and enforcement of this payment"*.
10. The Defendant was clear of the outstanding monies due to the Plaintiff. The Plaintiff clearly outlined that the finance charge of 1.5% per month is an additional costs to the Defendant, should the debt not be paid in full within 30 days of the issued date.
11. The Plaintiff has tried to liaise and cooperate with the Defendant on various occasions but the Defendant has failed to make an effort or honor the arrangement made in relation to the Promissory Note described in paragraph 6 above in order to settle the outstanding indebtedness owed to the Plaintiff.
12. On 2 February, 2015 the Plaintiff engaged the services of reputable debt collection agency, namely Rellim International Limited ("the debt collection agency") to undertake all the necessary steps to collect total indebtedness owed to the Plaintiff by the Defendant in relation to this debt.
13. On 10 February, 2015 the Plaintiff instructed the debt collection agency to prepare and issue a demand letter to the Defendant.
14. The Plaintiff has tried to recover the outstanding monies owed by the Defendant but all efforts have been unsuccessful to date.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$7,123.16;
2. Interest in the sum of CI\$169.53 calculated at the prescribed rate from 7 September, 2011 (1678 days) to date.

3. Interest to be continued until this matter is settled in the amount of CI\$7,123.16 x 2.38% = CI\$169.54 ÷ 12 = CI\$14.13 ÷ 30 days = CI\$0.48 per day.
4. Fixed costs of \$175.00 + CI\$30.00 (service in George Town), alternatively costs to be assessed.

DATED: 11th April, 2016



CL FLOWERS & SONS LTD

Plaintiff

TO: The Clerk of the Court

AND TO: Roy Nicholson
(T/A Nicholson Construction)
PO Box 2340
Grand Cayman KY1-1106
CAYMAN ISLANDS

This **PLAINT** was issued by CL Flowers & Sons Ltd, whose address for service is 184 Seymour Dr., Industrial Park, PO Box 900, 10 Market Street, Camana Bay, Grand Cayman KY1-9006, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC OF 2016

BETWEEN:

FLOWERS BLOCK LTD

PLAINTIFF

AND:

ROY NICHOLSON
(T/A NICHOLSON CONSTRUCTION)

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address:

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

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

yes no

Service of the Plaint is acknowledged accordingly

Defendant's signature

DATE:

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 for, or is not liable for the full amount claimed.)

1.

2.

3.

Defendant's signature

REMINDER: This form must be taken to or sent to the Court Office, Law Courts, 61 Albert Panton Street, P.O. 495, Grand Cayman, KY1-1106, within 14 days of receipt otherwise default judgment may be entered against you.