

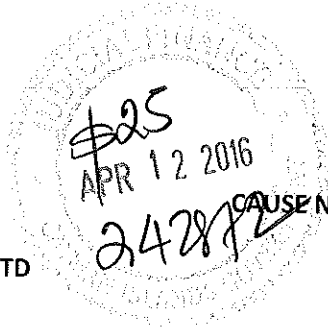
IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN:

CL FLOWERS & SONS LTD

AND:

BARRINGTON BENNETT  
(T/A NEW HORIZON CONSTRUCTION)



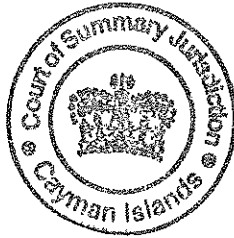
CAUSE NO.: SC 0094 OF 2016

PLAINTIFF

DEFENDANT

PLAINT

To: Barrington Bennett  
(T/A New Horizon Construction)  
PO Box 164  
Grand Cayman KY1-1601  
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 Plaint 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: 11<sup>th</sup> day of April, 2016

### PARTICULARS OF CLAIM

1. On 13 September, 2011 the Defendant ordered 6,018 concrete blocks from the Plaintiff. The Plaintiff was instructed by the Defendant to deliver the merchandise at a location in Savannah, Newlands at Ranch Road, Grand Cayman.
2. The Defendant issued a Cayman National Bank cheque no. 1580 dated 13 September, 2011 to the Plaintiff in payment for the merchandise described in paragraph 1.
3. On 15 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 15 September, 2011 the Plaintiff issued invoice no. 005833 in the amount of CI\$953.43 to the Defendant, which included all charges incurred in relation to the returned cheque.
5. The Defendant being a frequent customer of the Plaintiff's organization; is the owner of an operating construction company, whom purchased concrete blocks on a regularly basis prior to the aforementioned cheque being returned.
6. The Defendant was at all material times aware of the Plaintiff's policy regarding invoices after service and delivery of all merchandise.
7. 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"*.
8. 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.

9. The Plaintiff has tried to liaise and cooperate with the Defendant on various occasions but the Defendant has failed to make an effort to settle total indebtedness or ascertain a viable arrangement or otherwise.
10. 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.
11. On 9 February, 2015 the Plaintiff instructed the debt collection agency to prepare and issue a demand letter to the Defendant.
12. On 3 March, 2015 the aforementioned letter was returned to the debt collection agency marked "*registered mail returned due to it being unclaimed*".
13. 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\$2,028.95;
2. Interest in the sum of CI\$48.29 calculated at the prescribed rate from 15 September, 2011 (1670 days) to date.
3. Interest to be continued until this matter is settled in the amount of CI\$2,028.95 x 2.38% = CI\$48.29 ÷ 12 = CI\$4.03 ÷ 30 days = CI\$0.14 per day.

4. Fixed costs of \$175.00 + CI\$30.00 (service in George Town), alternatively costs to be assessed.

DATED: 11<sup>th</sup> April, 2016



**CL FLOWERS & SONS LTD**  
Plaintiff

TO: The Clerk of the Court

AND TO: Barrington Bennett  
(T/A New Horizon Construction)  
PO Box 164  
Grand Cayman KY1-1601  
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.

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CAUSE NO.: SC OF 2016

BETWEEN:

CL FLOWERS & SONS LTD

PLAINTIFF

AND:

BARRINGTON BENNETT  
(T/A NEW HORIZON CONSTRUCTION)

DEFENDANT

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ACKNOWLEDGMENT OF SERVICE

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1. State the Defendant's name and address:

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

yes  no

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3. If you do not intend to contest the action, do you want time in which to pay the claim?

yes  no

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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

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Service of the Plaint is acknowledged accordingly

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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.

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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.