

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: 0102 OF 2016

B E T W E E N:

MASSIVE EQUIPMENT RENTAL & SALES LTD

Plaintiff

-and-

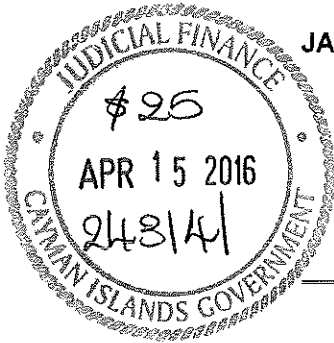
JAMCO DESIGN & CONSTRUCTION COMPANY LTD

First Defendant

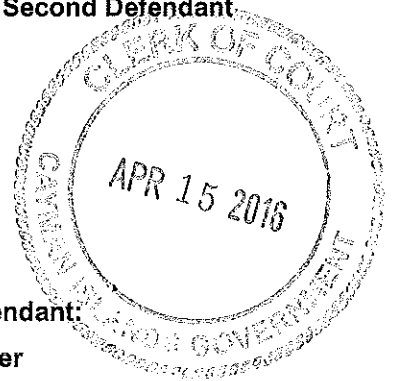
-and-

FRANCE WALKER

Second Defendant



PLAINT



TO THE DEFENDANTS:

First Defendant:

Jamco Design & Construction Ltd

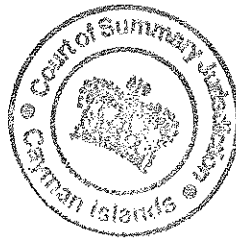
73 Seaview Road

PO Box 1422

Frank Sound

Grand Cayman KY1-1504

Cayman Islands



Second Defendant:

France Walker

Apartment # 4

Doubloon Drive

Bodden Town

Grand Cayman

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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment 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 13th day of April 2016

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. At all material times, the Plaintiff was the supplier of sales and rental equipment and a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, Suite 3 Buckingham Square, 720 West Bay Road, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is a resident company incorporated in the Cayman Islands under Company number 258643 whose registered office is 73 Seaview Road, P.O. Box 11753, Bodden Town, Grand Cayman, Cayman Islands. The First Defendant operates in the construction industry sector.
3. The Second Defendant is an individual and Director of the First Defendant whose residential address is Apartment #4, Doubloon Drive, Bodden Town, Grand Cayman, Cayman Islands
4. On or around October 2014, the First Defendant applied for (and was subsequently granted) a commercial credit account (the "Credit Account") with the Plaintiff for corresponding credit facilities. The terms and conditions of the Credit Account were, *inter alia*, as follows:-
 - (a) That all customer accounts of the Plaintiff were net thirty (30) days;
 - (b) That any account thirty (30) days in arrears will be considered past due and will automatically be charged interest;
 - (c) That for accounts over one hundred and twenty day (120) past due, legal action would be taken to ensure that the account is paid, of which the charges would be billed to the customer.
 - (d) That all court costs plus attorney's fees shall be charged to the customer's account if reference to any attorney for collection is undertaken.
5. By a guarantee made in writing between the Plaintiff and both Defendants (the "Guarantee"), and in consideration of the Plaintiff entering into the Credit Account, the Second Defendant guaranteed the payment of all monies (and accrued charges and/or interest) owed to the Plaintiff by the First Defendant under the Credit Account.

6. On various dates in January, February and March 2015, the First Defendant rented equipment and/or purchased supplies from the Plaintiff from time to time in accordance with a Rental Agreement. The terms of the Rental Agreement were, *inter alia*, as follows:
- (a) That the Plaintiff would rent equipment to the Defendant;
 - (b) That the equipment would be returned on the date agreed;
 - (c) That the equipment be returned in as good a condition as when received; and
 - (d) That by Clause 14, the First Defendant agreed to pay interest at the rate of one and one half (1.5%) percent per month on all sums due from the First Defendant to the Plaintiff.

PARTICULARS OF BREACH BY FIRST DEFENDANT

7. In breach of the terms and conditions of the Credit Account and Rental Agreement (the "Agreements"), the First Defendant defaulted on the terms of payment. As a result, a letter before action was sent to the First Defendant by registered mail on 23rd November 2015.
8. As at the date of the commencement of this proceeding, the First Defendant has either failed or neglected to make full payment to the Plaintiff. In the premises, the First Defendant owes to the Plaintiff the principal sum of CI\$1,664.64 plus interest in the amount of CI\$334.94 calculated from 3rd March 2015 to the date hereof. The total sum to date, exclusive of costs, is CI\$1,999.58 as set out below and interest on the principal sum continues to accrue at the rate of CI\$0.82 per day.

FROM DATE	TO DATE	INTEREST	BALANCE ON ACCOUNT
3 rd March 2015	13 th April 2016	CI\$334.94	CI\$1,999.58

PARTICULARS OF BREACH BY SECOND DEFENDANT

9. By a letter dated 17th December 2015, the Plaintiff made demand on the Second Defendant under the terms of the Guarantee. The Second Defendant has failed to make payment of the sum demanded or at all.

10. The Plaintiff is entitled to and claims payment of the sum of CI\$1,999.58 from the First Defendant under the Agreements, alternatively from the Second Defendant under the terms of the Guarantee.
11. **AND THE PLAINTIFF** claims:
- a) CI\$1,664.64 being the principal sum due as at 12th April 2016;
 - b) CI\$334.94 interest from 3rd March 2015 to 13th April 2016 at the rate of 1.5% per month in accordance with the Rental Agreement as set out in paragraph 6d above;
 - c) Pre and post judgment interest from 13th April 2016 at the rate of 1.5% per month in accordance with the terms of the Rental Agreement being CI\$0.82 per day.
 - d) Such further and other relief as this Court may deem just.
 - e) Costs on a standard basis in accordance with the Court Costs Rules 2001.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$1,664.64 plus interest of CI\$334.94 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 6(d) above;
2. The prescribed rate of interest is 1.5% per month;
3. The date from which interest is payable is 3rd March 2015;
4. The total interest claimed as at 13th April 2016 is CI\$334.94; and
5. The amount of interest accruing due each day is CI\$0.82.

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MASSIVE EQUIPMENT RENTAL & SALES LTD

Plaintiff

-and-

JAMCO DESIGN & CONSTRUCTION COMPANY
LTD

First Defendant

-and-

FRANCE WALKER

Second Defendant

ACKNOWLEDGMENT 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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2016

See overleaf

PARTICULARS OF DEFENCE

1. [*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*]

2. [*etc.*]

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.