

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: 80104 OF 2016

BETWEEN:

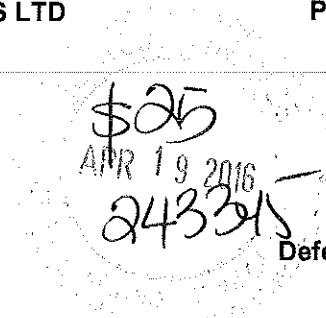
MASSIVE EQUIPMENT RENTAL & SALES LTD

Plaintiff

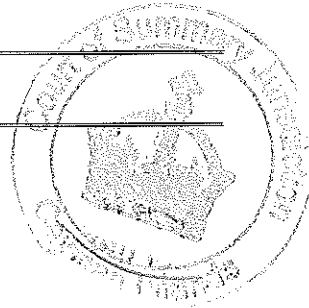
-and-

ROGER McLAUGHLIN

Defendant



PLAINT



TO THE DEFENDANT:

Roger McLaughlin
127 Butterfly Circle
PO Box 2321 APO
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 Complaint 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 19th day of April 2016

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. On 29th May 2014, the Defendant made a promissory note payable to the Claimant for CI\$4,243.58 (the "Principal") with interest thereon at the rate of 18% per annum.

2. By the terms of the promissory note, the Principal together with interest was payable by monthly instalments of CI\$100 commencing on or before 30th June 2014 and thereafter, on or before the end of each succeeding month until fully paid.

3. The above paragraph 2 was subject to the conditions:
 - (a) that in the event any payment of the Principal and interest was not paid within 7 days of its due date, all unpaid amounts evidenced by the promissory note, at the option of the Plaintiff, shall immediately become due and payable without demand or notice; and,
 - (b) failure to exercise this option shall not constitute a waiver of the rights to exercise the same in the event of ongoing or subsequent default.

4. The Defendant failed to pay the instalments on the respective due dates but payments were made to the Plaintiff as follows:
 - (a) 20th November 2014, CI\$300
 - (b) 6th August 2015, CI\$500
 - (c) 7th October 2015, CI\$500

5. Since 7th October 2015, no further payments have been received by the Plaintiff from the Defendant (or at all) and as at the date hereof, the Defendant owes to the Plaintiff the balance of the Principal in the amount of CI\$3,986.83 plus accrued interest in the amount of CI\$379.46 calculated from 30th May 2014 to the date hereof. The total sum to date, exclusive of costs, is CI\$4,358.42 as set out below and interest on the principal sum continues to accrue at the rate of CI\$1.97 per day.

FROM DATE	TO DATE	INTEREST	BALANCE ON ACCOUNT
29 th May 2014	18 th April 2016	CI\$379.46	CI\$4,366.29

6. The Plaintiff is entitled to and claims payment of the sum of CI\$4,358.42 from the Defendant under the terms of the promissory note; and, by paragraph 7 of said promissory note, all costs and expenses of collection or attempts at collection (including legal fees on a full indemnity basis regardless of any scale court costs which may otherwise apply) may be recovered by the Plaintiff from the Defendant.
7. **AND THE PLAINTIFF** claims:
- a) CI\$3,986.83 being the principal sum due as at 18th April 2016;
 - b) CI\$379.46 interest from 30th May 2014 to 18th April 2016 at the rate of 18% per annum in accordance with the promissory note as set out in paragraph 1 above;
 - c) Pre and post judgment interest from 18th April 2016 at the rate of 18% per annum in accordance with the terms of the promissory note being CI\$1.97 per day.
 - d) Such further and other relief as this Court may deem just.
 - e) Costs on an indemnity basis in accordance with paragraph 7 of the promissory note.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$3,986.83 plus interest of CI\$379.46 as at 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 Defendant pays 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 1 above;
2. The contractual rate of interest is 18% per annum;
3. The date from which interest is payable is 30th May 2014;
4. The total interest claimed as at 18th April 2016 is CI\$379.46; and
5. The amount of interest accruing due each day is CI\$1.97.

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CAUSE NO:

OF 2016

B E T W E E N:

MASSIVE EQUIPMENT RENTAL & SALES LTD

Plaintiff

-and-

ROGER McLAUGHLIN

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.