

No.
Plaint

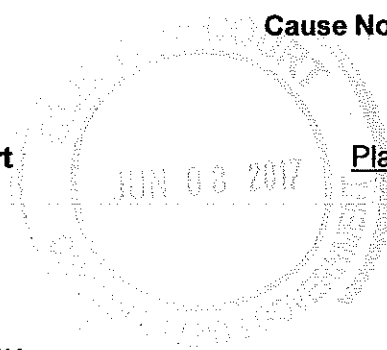
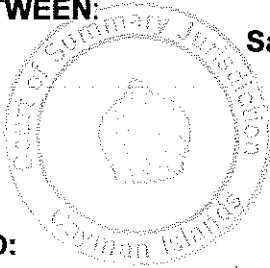
IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 105 of 2017

BETWEEN:

Hismar Ltd, Trading as
Savannah Texaco & Starmart

Plaintiff



AND:

Donald Thompson T/A
Precision Trucking and Equipment Services

Defendant

To the Defendant
Donald Thompson
#5 Caymanian Village E
George Town
Grand Cayman
Cayman Islands



THIS PLAINT has been issued against your 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, 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 our **full particulars of your defense** 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 8th day of June, 2017

See overleaf for particulars of the Plaintiff's claim


PARTICULARS OF CLAIM

(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).

1. The Plaintiff was trading as Savannah Texaco Starmart.
2. The defendant opened a credit account in the name of Donald Thompson T/A Precision Trucking and Equipment Services with the plaintiff for the purposes of purchasing fuel and goods from the Plaintiff on credit. The material terms of the plaintiff's credit application which governed the account were that:
 - A. Credit was provided on terms of net 30 days, i.e. all balances were to be settled after 30 days;
 - B. Any balance after 30 days would bear simple interest rate at the rate of 2% per month:
1. The business was closed in November 2015 and at said time the defendant owed the plaintiff CI\$19,500.00 in respect of fuel and goods obtained under the said account for which he signed.
2. Several attempts were made to the plaintiff to have the account settle to which he failed or refused to do pay.
3. As of April 20 2017 the defendant owed the plaintiff the principal sum of CI\$19,500.00

AND the Plaintiff claims:

- 1 Judgment for the principal sum CI19,500.00
- 2 Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$100.00 for service pursuant to Summary Court Rule alternatively costs to be assessed.
- 3 Total sum CI\$19,755.00



Plaintiff's Signature

Plaintiff's address for service:
Albert Hislop P.O box 1145 Ky1 -1101
George Town
Cayman Islands

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 105 of 2017

Between: HISHAR LTD TRADING AS SAVANNAH TEXACO + STARMAR Plaintiff

And: DONALD THOMPSON TA PRECISION TRUCKING AND EQUIPMENT SERVICES 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 not intend to contest the action in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

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

Defendant's Signature

REMINDER: This form must be taken or sent 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.