

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 14 | OF 2017

BETWEEN:

CAYMAN PREMIX LIMITED

Plaintiff

AND

PLH CONSTRUCTION LIMITED

Defendant



PLAINT



TO:

PLH CONSTRUCTION LIMITED
P.O. Box 30912
Grand Cayman, KY1-1204
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, P.O. 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 day of July 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times 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, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is a company organised and carrying on business pursuant to the laws of the Cayman Islands with a registered address of P.O. Box 30912, Grand Cayman, KY1-1204, Cayman Islands.
3. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement and other similar products. At all material times, the Plaintiff would deliver concrete to a location at the request of the Defendant, and submit an invoice subsequently for the payment for the goods and services rendered. There was no formal contract drawn between the parties to govern the facility by which credit was so advanced.
4. The invoices for payment were provided at the location and time of delivery. The Invoices contained *inter alia* the following terms on the reverse:

"If it becomes necessary to bring any action to collect amounts due on this invoice, Purchaser shall be responsible for reasonable attorney fees and court costs incurred by vendor in securing collections. Interest shall accrue at 2% per month on outstanding balances.
5. The invoices were addressed to the Defendant. The Defendant failed to make payment of sums due under two invoices dated 25 July 2014 (Invoice #248) and 28 July 2014 (Invoice #249). As of the date of the commencement of this proceeding the Defendant owed to the Plaintiff the sum of CI\$5,601.94, comprising CI\$3,122.00 principal debt and CI\$2,479.44 interest, which continues to accrue at CI\$2.05 per diem.
6. Notwithstanding a demand for payment made prior to the commencement of these proceedings, the Defendant has either failed or neglected to make full payment to the Plaintiff.
7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$3,122.00 being the principal sum;
- b) Pre and post judgment interest from the date of the invoices to 13 July 2017 in the sum of CI\$2,479.44, continuing in the sum of CI\$2.05 per diem, at the rate of 2% per month in accordance with the terms of the invoices;
- c) Alternatively statutory interest pursuant to Section 34 *Judicature Law (2017 Revision)* at such rate as the court thinks fit.
- d) Costs on an indemnity basis in accordance with the terms of the invoices;
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 418890.0008)

INDORSEMENT

The principal amount claimed in respect of the debt is US\$3,122.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). 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 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 3 and 4 above.
2. The prescribed rate of interest is 2% per month.
3. The date from which interest is payable is from the date of the invoices, 25 July 2014 and 28 July 2014.
4. The amount of interest accruing due each day is CI\$2.05.

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B E T W E E N:

CAYMAN PREMIX LIMITED

Plaintiff

AND

PLH CONSTRUCTION LIMITED

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:--

PLH CONSTRUCTION LIMITED P.O. Box 30912 Grand Cayman, KY1-1204 Cayman Islands
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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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2017

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]*

Defendant's Signature

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