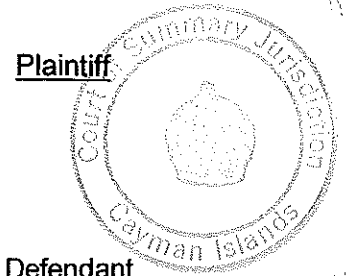


No.
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 156 of 2017

BETWEEN: **Hismar Ltd, Trading as
Savannah Texaco & Starmart**



AND: **Talbert Tatum**

**To the Defendant
Talbert Tatum
#4 Sparky Drive
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 Plaintiff 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 _____ day of August, 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 Talbert Tatum for his business Tyson Construction 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 interest rate at the rate of 10% per month:
1. The business was closed in November 2015 and at said time the defendant owed the plaintiff CI\$4,600.00 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 but to no avail.
3. On March 8 2017 the defendant were contacted by ProCollect International to pay the said bill which you sent an email stating that you agreed to pay \$500.00 per month starting April 1, 2017.
4. The defendant made 2 payments by check on April 1 2017 and May 1 2017. Since then the defendant has failed to make anymore payments citing several excuses. In July you made a payment of \$1,000.00. when asked to pay August bill your reply was call my wife you have all day to call her and ask
5. As of August 8, 2017 the Defendant owes the Plaintiff the Principal sum of \$2,275.40 plus interest of \$661.98. Interest calculated at 0.50% per month

AND the Plaintiff claims:

Judgment for the principal sum CI2, 275.40

- 1 Interest of \$661.98 owing on the account since August 28, 2010 ac calculated in Para 5
- 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\$3,212.38.



Plaintiff's Signature

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

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.