

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 179 OF 2017

BETWEEN:

JACQUES SCOTT GROUP LTD.

PLAINTIFF

AND

MATTHEW LESLIE

DEFENDANT



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PLAINT

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TO:

**Matthew Leslie**

391 Esterley Tibbetts Highway,  
West Bay Road,  
Grand Cayman

**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, 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 4<sup>th</sup> day of September 2017

**See overleaf for particulars of the Plaintiff's claim**

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**PARTICULARS OF CLAIM**

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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, Buckingham Square, 720 West Bay Road, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with the address of #391 Esterley Tibbetts Highway, West Bay Road, Grand Cayman.
3. On or around 23 June 2016, the Defendant entered into a verbal agreement with the Plaintiff for the purchase and delivery of goods. In accordance with the agreement, the Plaintiff supplied the goods to the Defendant from time to time.
4. The Plaintiff sent the following invoices to the Defendant in relation to the purchase and delivery of the goods. Taking the value of goods returned to the Plaintiff into account, and applying to the invoices as credit, the unpaid balance of the invoices are:

<u>Invoice No.</u>	<u>Amount</u>	<u>Dated Issued</u>
456433	\$577.67	23 June 2016
456481	\$29.38	24 June 2016
101334	\$2,436.00	1 January 2017
419040	\$2,724.55	1 January 2017

5. The invoices were marked as sold to "Cayman Islands Brewery", however the goods were in fact sold to the Defendant in his personal capacity, for a private event he organised. The Defendant has acknowledged his liability for the sums claimed through communications with the Plaintiff, and has at no stage disputed the sums due.
6. On or around 7 July 2017, the Defendant was served with a formal demand dated 14 June 2017 for payment of the outstanding invoice. Despite several demands, the Defendant has either failed or neglected to clear the outstanding sums.

7. The Plaintiff claims the sum of CI\$5,767.60 along with interest in the sum of CI\$87.44 in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules 2010, at 2.375% per annum, continuing at the rate of CI\$0.38 per day.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF** claims:

- a) CI\$5,767.60 being the principal sum due.
- b) Pre and post judgment interest is calculated at CI\$87.44 at the rate of 2.375% per annum in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules 2010, and continuing at the rate of CI\$0.38 per day, or as such other rate as the Court deems fit.
- c) Costs in accordance with the Summary Court Rules 2004.
- d) Such further and other relief as this Court may deem just.

*HSM Chambers*

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**HSM Chambers**  
Attorneys for the Plaintiff

## **INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$5,767.60 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.

g the Plaint, 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 7 above;
2. The prescribed rate of interest is 2.375% per annum;
3. The date from which interest is payable is 1 September 2015;
4. The amount of interest accruing due each day is CI\$0.38.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC/79 OF 2017

B E T W E E N:

JACQUES SCOTT GROUP LTD.

PLAINTIFF

AND

MATTHEW LESLIE

DEFENDANT

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant 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.

Dated this        day of                    2017

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Defendant's Signature

**See overleaf**

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**PARTICULARS OF DEFENCE**

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*[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.

\_\_\_\_\_  
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.