

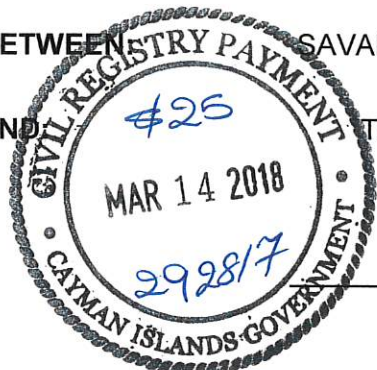
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

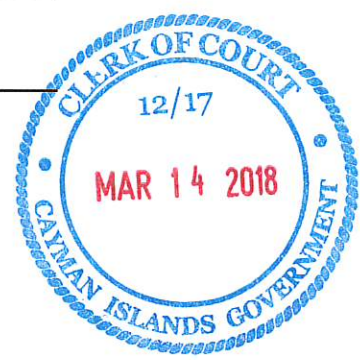
CAUSE NO. SC 49 OF 2018

BETWEEN SAVANNAH TEXACO & STARMART Plaintiff

AND TALBERT TATUM Defendant



PLAINT



To the Defendant

Talbert Tatum
#4 Sparky Drive
George TOWN
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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 out **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 14 day of March 2018

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 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:
- 2 Credit was provided on terms of net 30 days i.e. all balances were to be settled after days.
- 3 Any balance after would bear interest at the rate of 10% per month.
- 4 In November 2015 the defendant owed the plaintiff \$4,275.00 in respect of gas and goods.
- 5 Several attempts were made to contact the defendant for payment and failed.
- 6 The defendant finally started making payments of March 2017 and as of November 2017 the defendant had a outstanding balance of \$275.00
- 7 The Plaintiff contacted the defendant and pleaded to receive the last payment to where the defendant told the plaintiff does not call him back. The plaintiff informed the defendant that if the \$275 was not paid by the end of January we would proceed with legal matter and start charging interest on the outstanding balance as per contract.
- 8 As of March 14 2018 the defendant owes the plaintiff the principal sum of \$275.00. \$108.81 interest calculated at 0.05% Interest at \$0.13 per day

AND the Plaintiff claims:

- (1) The principal sum of \$275.00
- (2) Interest of \$108.81 and continue at \$.13 per day as stated in para 8
- (3) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (4) Total sum \$708.80.



Plaintiff's Signature

Savannah Texaco & starmart
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands



SAVANNAH TEXACO CREDIT APPLICATION

Business name: Tyson Construction

Business address: #4 Sperry Dr. GEORGETOWN

Contact name: TALBERT Tatum Position: OWNER

Contact phone numbers: (345) 9160667 (345) 9496330

Email address: TysoEdcom@CANDW.RY

Credit/Debit Card #: _____ Expiration: _____

Bank name and address: FEB

Account# _____

Authorized personnel/vehicles

Name: TALBERT Tatum Signature: [Signature] Plate# _____

Name: ANGELICA Signature: _____ Plate# _____

Name: TALBERT TYSON Signature: _____ Plate# _____

Name: _____ Signature: _____ Plate# _____

Customer responsibilities:

I acknowledge the fact that if my account is not paid within thirty (30) days, a ten (10) percent interest will be added the following month and my account will be suspended until the full payment of the account. If no payment is made on my account within three (3) months, LEGAL action will be taken to settle the account and credit with Savannah Texaco will be terminated.

Dated: 27/7/10 of July

Name in block letters: TALBERT Tatum

Signature: [Signature]

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN: SAVANNAH TEXACO & STARMART Plaintiff

AND: TALBERT TATUM Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Talbert Tatum
#4 Sparky Drive
George TOWN
GRAND CAYMAN
CAYMAN ISLANDS*

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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Talbert Tatum

Defendant's Signature

DATED this day of , 2018

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 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.