

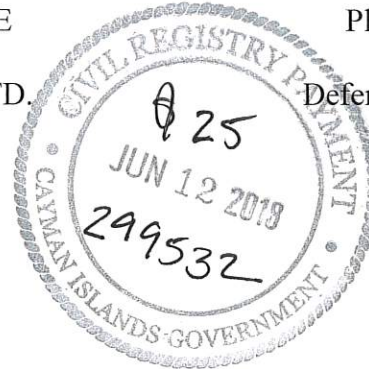
No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause # SC 118 of 2018  
2017

BETWEEN VISION MARKETING LTD.  
T/A SIGNS OF PARADISE Plaintiff  
AND: ECOSMART COOLING LTD. Defendant



To the Defendant

ECOSMART COOLING LTD.  
10 Market St.  
590 Camana Bay

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 the 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, 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 defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail 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 12 day of June 2018

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a sign printing, advertising and marketing company. The Defendant is an airconditioning company.
2. By a written quotation at the Defendant's request, and signed in agreement by the Defendant, the Plaintiff agreed to provide a "vehicle wrap" onto a company vehicle operated by the Defendant.
3. Pursuant to the written quotation and invoice dated May 18, 2017, the Defendant paid 50% of the cost in advance, with the agreement being that the remaining 50% balance would be fully payable once the vehicle was accepted by the Defendant. The 50% paid was CI\$2,259.25.
4. By his signature on a proof, and acceptance of the work done, the Defendant accepted the final work on May 29, 2017.
5. In breach of the agreement referred to, the Defendant has refused to pay the remaining 50% balance, and has continued to use the vehicle without paying for the balance owed.

AND the Plaintiff claims:

1. The sum of CI\$2,259.25
2. Interest at the statutory rate as pleaded above. The sum of 54.72 calculated at the prescribed rate from 2 3/8% from May 29, 2017 to date, and continuing daily at a rate of CI\$0.15.
3. Fixed costs of \$150, alternatively costs to be assessed.

\_\_\_\_\_  
Plaintiff's signature

Plaintiff's address for service

John Meghoo  
Attorney  
2<sup>nd</sup> Floor Zephyr House Unit H



\_\_\_\_\_  
Defendants's Signature

Dated this    day of                    200

**See Overleaf**

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says 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, P.O. Box 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.