

IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO: SC 123 OF 2018

BETWEEN:

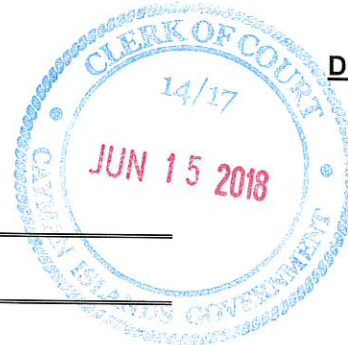
CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

Plaintiff

AND

LARRY LOGAN

Defendant



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PLAINT

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TO:

LARRY LOGAN  
P.O. Box 788  
Grand Cayman, KY1-1303  
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 14<sup>th</sup> day of June 2018

**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 an authority 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 resident of the Cayman Islands with a mailing address of P.O. Box 788, Grand Cayman, KY1-1303, Cayman Islands.
3. The Plaintiff's authority involves the ordinary, emergency and preventative medical care and treatment to residents and visitors in need of medical treatment. The Defendant was involved in a motorcycle accident on or around 12 July 2012 and required hospitalization and treatment for the period of or around 12 July 2012 to 24 October 2012. There was no formal contract drawn between the parties.
4. The Plaintiff provided the Defendant with the following invoices following delivery of the services (collectively "the Invoices").

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Amount (KYD)</b>	<b>Credit (KYD)</b>	<b>Balance (KYD)</b>
2619356	24 July 2012	\$13,158.44	\$1025.00	\$12,133.44
2625513	24 July 2012	\$18.55	\$0.00	\$18.55
2623061	31 July 2012	\$30.32	\$0.00	\$30.32
2632043	7 August 2012	\$190.15	\$0.00	\$190.15
2639074	29 August 2012	\$106.75	\$0.00	\$106.75
2719516	24 October 2012	\$84.75	\$40.00	\$44.75

5. The Defendant failed to make full payment of sums due in respect of the Invoices notwithstanding a payment request letter ("Letter") dated 12 February 2018 which was mailed to the Defendant by its attorneys, HSM Chambers, on or around 12 February 2018.
6. On or around 28 February 2018 the Defendant contacted the Defendant's attorneys, HSM Chambers to acknowledge receipt of the Letter and the debt owed.
7. As of the 14 June 2018 the Defendant owed to the Plaintiff the principal sum of CI\$12,523.96 together with statutory interest from 24 November 2012 to 14 June 2018 in the sum of CI\$1,652.65

pursuant to Section 32 Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 and continuing at the rate of CI\$0.81 per diem.

8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$12,523.96 being the principal sum;
- b) CI\$1,652.65 interest from 24 November 2012 to 14 June 2018 pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012 at the rate of 2.375% and continuing in the sum of CI\$0.81 per diem,
- c) Pre and post judgment interest from 15 June 2018 pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012 at the rate of 2.375% and continuing in the sum of CI\$0.81 per diem.
- d) Fixed costs to be assessed pursuant to the Summary Court Rules 2004;
- e) Such further and other relief as this Court may deem just.

*HSM Chambers*

**HSM Chambers**  
Attorneys for the Plaintiff

## INDORSEMENT

The principal amount claimed in respect of the debt is CI\$12,523.96 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 together with a claim for fixed costs of CI\$150 upon commencement of this claim. If, within the time for returning the acknowledgement of service, the defendant pays 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 prescribed rate of interest is 2.375% per month pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012.
2. The date from which interest is payable is from the invoice due date of 24 November 2012.
3. The amount of interest accruing due each day is CI\$0.81.

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B E T W E E N:

CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

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Defendant

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant's 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 Plaint is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this      day of      2018.

**See overleaf**

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**PARTICULARS OF DEFENCE**

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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.