

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 145 OF 2018

BETWEEN:

JOSEPH MARK MCDONALD T/A X-PRESS WINDOW TINTING

PLAINTIFF

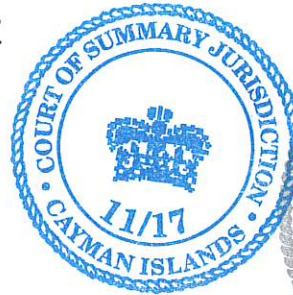
AND:



WENT GLOBAL LTD T/A FASTSIGNS

DEFENDANT

PLAINT



To:  
Went Global Ltd. t/a Fastsigns  
P.O. Box 10125  
11 Summerfield  
101 Courts Road  
KY1-1002  
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 *Plaint* on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. 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 9<sup>th</sup> of July 2018

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

### **PARTICULARS OF CLAIM**

1. At all material times the plaintiff carried on business as a window tinter in the Cayman Islands.
2. Between January and March 2018 by a series of oral contracts made between the plaintiff and Larvalee Parcell or Lloyd Watson as employees or agents on behalf of the defendant, the plaintiff agreed to provide tinting to products for the defendant.
3. Between the same dates the plaintiff carried out the services and invoiced the defendant a reasonable sum for the work done.
4. Such work was invoiced to the defendant to the total sum of CI\$4,785.50 and the defendant has paid only the sum of \$2,200.
5. The said invoices and payments made are set out in the table below:

| <b>Invoice #</b> | <b>Amount</b>     | <b>Paid</b>    | <b>Balance</b>    |
|------------------|-------------------|----------------|-------------------|
| 312              | \$3,835           | \$2,200        | \$1,635           |
| 316              | \$226.50          | 0              | \$226.50          |
| 349              | \$208             | 0              | \$208             |
| 365              | \$204             | 0              | \$204             |
| 370              | \$204             | 0              | \$204             |
| 371              | \$108             | 0              | \$108             |
| <b>Total</b>     | <b>\$4,785.50</b> | <b>\$2,200</b> | <b>\$2,585.50</b> |

6. In breach of the said contracts the defendant has failed or refused to pay the balance of the sums owing totalling \$2,585.50 and the same is due and owing to the plaintiff.
7. The Plaintiff also claims interest on the said sum.

#### **10. STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from the date that the said sum became due at the contractual rate of 5% per month (equivalent to \$129.27 per month) commencing 30 days after the date of invoicing or in the alternative at the rate of 2 3/8% per annum on sum due and owing until payment and in accordance with the provisions of the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- c) Interest is claimed from the 13<sup>th</sup> April 2018 being 30 days from the date of issue of the last invoice and prior interest is waived.

- d) The amount of interest owing at date of issue of this Plaintiff is \$348.50.
- e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$4.25.

**AND THE PLAINTIFF CLAIMS:**

- (i) The said sum of CI\$2,585.50
- (ii) Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (ii) Costs or alternatively fixed costs in the sum of CI\$300.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff Attorneys-at-Law the total amount claimed of CI\$2,585.50 (together with interest and costs of CI\$300.00) all further proceedings will be stayed.

Dated this 9<sup>th</sup> day of July 2018

  
\_\_\_\_\_  
**KSG Attorneys-at-Law**  
Attorneys for the Plaintiff

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**PLAINTIFF**

**AND:**

**WENT GLOBAL LTD T/A FASTSIGNS**

**DEFENDANT**

**ACKNOWLEDGMENT OF SERVICE**

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 defense overleaf.

**Service of the Plaint is acknowledged accordingly.**

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

Dated this                      day of                      , 2018

***See Overleaf***

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraph the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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**Defendant's Signature**

REMINDER - This form must be taken or sent to the Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

This Plaintiff was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4<sup>th</sup> Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.