

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC ¹⁵⁵ OF 2018

BETWEEN:

CAYMAN PREMIX LIMITED

Plaintiff

AND

PATH LIMITED T/A BETHEL POOL & SPA

Defendant



PLAINT



TO:

PATH LIMITED T/A BETHEL
POOL & SPA
C/O Guard House Corporate
Services Limited
2nd Floor Barnett Building,
24 Huldah Building
P.O. Box 11274
Grand Cayman, KY1-1008
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 18th day of July 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is a company organised and carrying on business pursuant to the laws of the Cayman Islands with a registered address C/O Guard House Corporate Services Limited, 2nd Floor Barnett Building, 24 Huldah Building P.O. Box 11274, Grand Cayman, KY1-1008, Cayman Islands.
3. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement and other similar products. The Plaintiff agreed to supply concrete to the Defendant to be delivered at a location of the Defendant's request, and raise an invoice for payment of the goods and services rendered. There was no formal contract drawn between the parties to govern the facility by which credit was so advanced.

The Plaintiff provided the Defendant with the following invoices upon delivery of the goods (collectively "the Invoices").

Invoice No	Invoice Date	Amount (KYD)	Credit (KYD)	Balance (KYD)
CPL20170126	3 February 2017	\$16,476.00	-\$4736.50	\$11,739.50
19699	7 February 2017	\$1,040.00	-\$953.00	\$87.00
21141	27 July 2017	\$5,394.00	-\$4,675.00	\$719.00

4. The total amount due under the Invoices was \$12,545.50. The Invoices contained, *inter alia*, the following terms on the reverse:

"If it becomes necessary to bring any action to collect amounts due on this invoice, Purchaser shall be responsible for reasonable attorney fees and court costs incurred by vendor in securing collections. Interest shall accrue at 2% per month on outstanding balances".

5. The Defendant failed to make full payment of sums due in respect of the Invoices notwithstanding a demand letter dated 21 November 2017 being personally served upon the Director/Shareholder of the Defendant company, Mr. Rupert Thomas, on or around 24 November 2017.
6. On or around 29 December 2017 the Defendant made a payment to the Plaintiff's attorney of CI\$300. On or around 9 February 2018 the Defendant made a further payment of CI\$300 to the plaintiff's attorney. No further payments have been received to date.
7. As of the 18 July 2018, the Defendant owed to the Plaintiff the principal sum of CI\$11,945.50 together with interest at the rate of 2% per month from 21 November 2017 to date in the sum of CI\$157.09 and continuing at the rate of CI\$0.65 per diem.
8. Alternatively statutory interest pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012 and continuing at the rate of CI\$0.78 per diem.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding

AND THE PLAINTIFF claims:

- a) CI\$11,945.50 being the principal sum;
- b) Pre and post judgment interest from 21 November 2017 to 18 July 2018 in the sum of CI\$157.09 continuing in the sum of CI\$0.65 per diem, at the rate of 2% per month in accordance with the terms of the invoices;
- c) Alternatively, Pre- and post-judgment interest pursuant to Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012 at the rate of 2.38% and continuing at the rate of CI\$0.78 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\$11,945.50 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 cost of CI\$150 upon commencement of a claim. 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 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 contractual term upon which interest is claimed is as set out in paragraph 3 and 4 above.
2. The prescribed rate of interest is 2% per month.
3. The date from which interest is payable is from 21 November 2017.
4. The amount of interest accruing due each day is CI\$0.65.
5. Alternatively, interest in accordance with Section 34 *Judicature Law (2017 Revision)* and the Judgment Debts (Rates of Interest) Rules, 2012 at the rate of 2.38% and continuing at the rate of CI\$0.78 per diem.

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B E T W E E N:

CAYMAN PREMIX LIMITED

Plaintiff

AND

PATH LIMITED T/A BETHEL POOL & SPA

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 defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2018.

See overleaf

PARTICULARS OF DEFENCE

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.