

IN THE SUMMARY COURT AT GEORGE TOWN



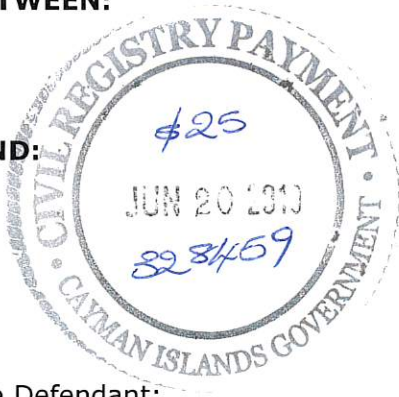
CAUSE NO. SC 137 of 2019

BETWEEN:

ITS (CAYMAN) LIMITED

PLAINTIFF

AND:



HENDRI BOSCHOFF

DEFENDANT

PLAINT



To:  
The Defendant:  
Hendri Boschoff  
c/o SigNus Technologies  
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, PO Box 495GT, 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 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 20<sup>th</sup> day of June 2019

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

## **PARTICULARS OF CLAIM**

1. The Plaintiff is a company incorporated and doing business in the Cayman Islands. The defendant was previously an employee of the plaintiff.

### **Loan**

2. In March 2018 the defendant requested the plaintiff to lend him money to purchase a vehicle.
3. During the week of the 14<sup>th</sup> March 2018 the plaintiff agreed to lend the sum of \$5,000 on terms which were agreed partly in writing and partly orally between the defendant and Martin Wilson on behalf of the plaintiff.
4. The terms of the loan were that the defendant would pay back the loan without interest by way of salary deduction at the rate of \$150 per month until full satisfaction of the sum due and owing.
5. It was a further term to be implied into the agreement that the defendant would remain in the employment of the plaintiff company or the loan would become payable upon demand.
6. During the week of the 14<sup>th</sup> March 2018 and in accordance with the agreement reached, the plaintiff loaned the sum of \$5,000 to the defendant.
7. On the 31<sup>st</sup> December 2018 the defendant ceased employment with the plaintiff. As a result of the cessation of his employment the sum outstanding on the loan became immediately due and payable.
8. Further and in the alternative and in breach of the agreement, the defendant ceased making payments of \$150 per month to the plaintiff as of December 2018.
9. Despite demand for payment of the sum due on the loan, the defendant has failed or refused to repay the balance of the loan and is currently indebted to the plaintiff in the sum of \$3,800.

### **Money Paid**

10. During the employment of the defendant by the plaintiff, the plaintiff agreed to provide the defendant with a cell phone and a data package under a contract for services with Cable & Wireless.
11. The conditions under which the defendant was permitted to use the phone were that usage was limited to work related calls and data alongside a reasonable usage for personal calls and data.

12. Between the 14<sup>th</sup> and 23<sup>rd</sup> December, and at a time when the defendant was aware that his employment was coming to an end, the defendant incurred charges of \$6,072.17 with Cable & Wireless in data roaming charges whilst on a family holiday.
13. Cable & Wireless have confirmed that of the data usage totalling 785,347 kilobytes, only 23,550 was used for work related applications and the remainder for personal usage.
14. As a result the plaintiff was compelled to pay the invoice from Cable & Wireless and the defendant is liable to repay the said sum to the plaintiff less the amount already recovered from the defendant of \$2,754.93.
15. In the premises, the Defendant is indebted to the Plaintiff in the principal sums of CI\$3,800, and \$2,754.93 and interest to date.

#### **STATEMENT REGARDING INTEREST**

1. The plaintiff claims interest from the 1<sup>st</sup> January 2019 at the Court rate of 2 3/8<sup>th</sup> per annum.
2. The daily interest charged is \$0.42 per day.
3. The amount of interest accruing to date is \$71.59.

#### **AND THE PLAINTIFF CLAIMS:**

- (i) The principal sums of CI\$3,800 and \$2,754.93.
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2016 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iii) Costs or alternatively fixed costs in the sum of CI\$200.00 plus filing fees and bailiff's fee for service



**KSG Attorneys-at-Law**

#### **Endorsement**

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$6,554.93 and all filing fees and all interest claimed all further proceedings will be stayed.

4<sup>th</sup> Floor Harbour Centre  
42 North Church Street  
PO Box 2255  
George Town, KY1-1107

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**PLAINTIFF**

**AND:**

**HENDRI BOSCHOFF**

**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 Plaintiff is acknowledged accordingly.**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**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)

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Defendant's Signature

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