

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 188 OF 2019

B E T W E E N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

Plaintiff

AND

M.E. CONSTRUCTION AND MAINTENANCE LTD.

Defendant



PLAINT

TO:

M.E. Construction and
Maintenance Ltd.
P.O. Box 2500
Cayman Business Park Unit 2C,
Thomas Russell Way
George Town
Grand Cayman
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 Complaint 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 Acknowledgment 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 6 day of September 2019

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 P.O. Box 2500, Cayman Business Park Unit 2C, Thomas Russell Way, George Town, Grand Cayman, 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 to the locations requested by the Defendant together with a delivery slips, containing the supply terms, and an invoice for payment of the goods supplied.

The Plaintiff provided the Defendant with the following invoices upon delivery of the goods ("the Invoices") together with the delivery slip containing the terms upon which the goods and services were supplied.

Invoice No	Invoice Date	Amount (KYD)	Credit (KYD)	Balance (KYD)
507	19 September 2014	\$5,688.00	0	\$5,688.00
562	2 October 2014	\$2,151.00	0	\$2,151.00

4. The terms upon which the goods and services were supplied contained, *inter alia*, the following:

"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. Further and/or in the alternative, the Defendant presented a cheque for payment which was not honoured by the Defendant's bank, as required by the Bills of Exchange Law.

6. As a direct result of this the Plaintiff incurred bank and administrative charges in the amount of CI\$45.00 which the Plaintiff avers the Defendant should also be held liable to pay.
7. In breach of the terms for the supply of goods and services, and/or in breach of requirements under the Bills of Exchange Law, the Defendant failed to make full payment of sums due, notwithstanding a demand letter dated 22 May 2018 being personally served upon the Director/Shareholder of the Defendant company, Mr. Robert Tulloch, on or around 23 May 2018.
8. On or around 18 July 2018 Mr. Tulloch made a payment proposal to the Plaintiff's attorneys, HSM Chambers, of \$500.00 per month commencing on 31 July 2018. However, no payments have been received to date.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$7,884.00 being the principal sum; and
- b) CI\$919.30 pre- and post-judgment interest from 11 October 2014 to 6 September 2019 at the rate of 2.375% per annum pursuant to the Judicature Law (2012 Revision) and the Judgment Debts Rates of Interest (2017 Revision) and continuing in the sum of CI\$0.51 per diem; and
- c) CI\$175.00 fixed costs pursuant to Section 11 of the Summary Court Rules 2004 and such further and other costs as the Court may deem just; and
- d) Such further and other relief as this Court may deem just.


HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$7,884.00 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 prescribed rate of interest from 11 October 2014 at the rate of 2.375% per annum pursuant to the Judicature Law (2012 Revision) and the Judgment Debts Rates of Interest (2017 Revision).
2. The date from which interest is payable is from 11 October 2014.
3. The amount of interest accruing due each day is CI\$0.51.

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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 2019.

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.