

IN THE SUMMARY COURT AT GEORGE TOWN

216
CAUSE NO: SC OF 2019

BETWEEN:



A.L. THOMPSON BUILDING SUPPLIES LTD.

AND

MR. VICTOR RAMOS



Defendant

PLAINT

TO:

Victor Ramos
P.O. Box 247
177 Church Street, West Bay
Grand Cayman KY1-1301
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 Plaintiff 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 6 day of November 2019

See overleaf for particulars of the Plaintiff's claim

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 418890.0022).

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, 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times an individual and resident in the Cayman Islands with a physical address of P.O. Box 247, 177 Church Street, West Bay, Grand Cayman KY1-1301, Cayman Islands.
3. On or around 29 March 2012 the Defendant (trading as Ambience General Contractors) entered into a credit agreement (the "Agreement") with the Plaintiff and a credit account was opened by the Plaintiff. Mr Victor Ramos was named on the account as the individual with the authority to purchase goods from the Plaintiff.
4. The terms of the Agreement were, inter alia, as follows:

"1. A.L. Thompson Building Supplies Ltd. will assign you a credit line and reserves the right to increase or decrease said credit line, or withdraw your credit privileges under this CREDIT AGREEMENT at any time without prior notice..."

2. A.L. Thompson Building Supplies Ltd may permit you to purchase goods and/or services from an A.L. Thompson Building Supplies Ltd outlet on credit up to your credit line. You agree that said purchase will be governed by the terms of this CREDIT AGREEMENT.

3. Invoices will be issued by A.L. Thompson Building Supplies Ltd for purchases under this CREDIT AGREEMENT. Payment of the purchase price shall be made pursuant to the terms set forth on each invoice. A.L. Thompson Building Supplies Ltd require you to sign the invoice at the time of ordering a credit purchase or at the time of the delivery of the goods or services ordered. You will be liable to A.L. Thompson Building Supplies Ltd for payment in accordance with the terms of the invoice whether or not you in fact sign the invoice. The date of shipment shall be deemed to be the date of invoice for purposes of payment and assessment of LATE PAYMENT CHARGES.

4. If you fail to pay A.L. Thompson Building Supplies Ltd in accordance with this CREDIT AGREEMENT, A.L. Thompson Building Supplies Ltd has the right, subject to any rights you may

have by law, to collect your default, to declare the entire balance of your account immediately due and payable. If any unpaid balance is referred to an attorney for collection, you will pay to the extent permitted by law reasonable attorney's fees if the attorney is not our salaried employee, all costs and accrued LATE PAYMENT CHARGES on said unpaid balance in accordance with the LATE PAYMENT CHARGE RATE SCHEDULE.

5. A LATE PAYMENT CHARGE will be computed on statement date on any invoice which falls in a past due position on the monthly closing date. The LATE PAYMENT CHARGE begins to accrue the day after the due date of the invoice. The LATE PAYMENT CHARGE is computed monthly on the outstanding balance past due after all payments and credits received by the closing date of the statement have been deducted. The LATE PAYMENT CHARGE will be computed basis [sic] the following rates, which are subject to change without notice to you.

My signature on the CREDIT AGREEMENT and my/our use of the account constitutes my/our consent to the terms and conditions of the account and the CREDIT AGREEMENT..."

5. The "Late Payment Charge Rate Schedule" applied a monthly periodic rate of 1.5% interest, Annual Rate of 18% to the entire balance.
6. Under the terms of the Agreement the Plaintiff provided goods on credit from time to time to the Defendant, under account number "VIRAM1".
7. In breach of the terms of the Agreement, the Defendant failed to make full payment of sums due. The last payment by the Defendant was CI\$3,000 at the beginning of August 2019. The Defendant promised further payment on 4 September 2019, however, no payments have been made.
8. As at 1 November 2019, the unpaid balance, including contractual charges was CI\$14,791.19.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$14,791.19 being the principal sum; and

- b) Pre- and post-judgment interest from 1 November 2019 at a rate of 1.5% per month, in accordance with the terms of the Agreement and continuing in the sum of CI\$7.29 per diem;
- c) Alternatively, pre- and post-judgment interest from 6 November 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
- d) 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
- 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\$14,791.19 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 terms upon which interest is claimed are set out in paragraphs 4 & 5 above;
2. The prescribed rate of interest is 1.5% per month for the Agreement;
3. The date from which interest is payable is from 1 November 2019;
4. The amount of interest accruing due each day is CI\$7.29.
5. Alternatively, the prescribed rate of interest at the rate of 2.375% per annum pursuant to the Judicature Law (2012 Revision) and the Judgment Debts Rates of Interest (2017 Revision);
6. The date from which interest is payable is from 6 November 2019;
7. The amount of interest accruing due each day is CI\$0.96.

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B E T W E E N:

A.L. THOMPSON BUILDING SUPPLIES LTD.

Plaintiff

AND

MR. VICTOR RAMOS

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.