

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 27 OF 2020

B E T W E E N:

WEST INDIAN MARTINE LTD



AND

TALBERT TATUM (TRADING AS OASIS AQUA PARK)



Defendant

PLAINT



To:

Talbert Tatum
124 South Church Street
Grand Cayman KY1 1203
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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, 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 10th day of February 2020.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company (registration 125345) incorporated on 30 April 2003 and carrying on the business as a Marine Contractor according to the laws of the Cayman Islands. The Plaintiff's registered office is, Sinclair Group Centre, 3rd Floor Genesis Building, Genesis Close, PO Box 498, Grand Cayman, KY1-1106, Cayman Islands.
2. The Defendant an individual who carries out business as a sole trader, trading as Oasis Aqua Park and carrying such trade at Eden Rock, 124 South Church Street, George Town, Cayman Islands.
3. On or about 19 November 2018 the Defendant entered into an oral agreement with the Plaintiff (the "Agreement"). The terms of the Agreement were, *inter alia*, as follows:
 - a. That the Plaintiff would supply materials for the installation of a water park known as Oasis Aqua Park located off Eden Rock, George Town, Cayman Islands. The materials supplied for the installation of the Oasis Aqua Park consisted of heavy-duty galvanized long link mooring chains, custom manufactured nylon two ply web sling straps, safety shackles, heavy duty ships stud link anchor chains, cement grout, cable ties, stainless split pins, and nylon lines;
 - b. The Plaintiff would engage its professional staff which consisted of certified commercial divers, boat captains, and men to assist with the underwater drilling, and grouting of mooring points in the seabed and installation, and connection of the Aqua Park mooring system. The Plaintiff's staff were to operate marine equipment for underwater core drilling and installation of heavy-duty ships stud link anchor chains and mooring points into the seabed. Additional work included the removal, and re-installation (due to rough weather) of the Oasis Aqua Park.
 - c. That the Defendant would repay the Plaintiff in monthly installments;
4. The Plaintiff deployed its staff, equipment and supplied all materials for the installation of the Oasis Aqua Park and the removal and reinstallation as per request

per the agreement. The invoice # 3191 dated 31 December 2018 was issued to the Defendant totalled CI\$ 58,589.28 in which CI\$ 7,500.00 was deducted as a deposit for materials supplied. A balance of CI\$ 51,089.28 remained outstanding. Further, a strict 30-day finance charge of 2% per month for outstanding fees appeared on the invoice.

5. The Defendant defaulted on the terms of payment and as of the date of the commencement of this proceeding. A first formal demand letter was sent to the Defendant dated 8th July 2019 to recover the outstanding payment of CI\$ 58,034.80 which included the principal amount, interest from accrued finance charges and legal fees.
6. The Defendant in a response to the first formal demand letter delivered to the offices of the Plaintiff's attorneys Sinclairs four post-dated cheques payable to the Plaintiff in equal amounts of monthly payments being CI\$ 14,508.70 dated from 16 August 2019, to 16 October 2019.
7. Upon presentation, two cheques were dishonoured and only one replacement cheque was provided. A second and final demand was issued on 19 December 2019 to the Defendant requesting the outstanding principal amount of CI\$ 7,254.35 representing 50% of the last scheduled payment which was due 16 October 2019 to be paid to the Plaintiff by one of the dishonoured cheques.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$ 7,254.35 being the principal sum due;
- b) CI\$ 552.27 pre-judgment interest from 16 October 2019 to 10 February 2020 at the rate of 2% per month in accordance with the finance charge appearing on the invoice number 3191 and accruing at CI\$ 4.68 per day;
- c) CI\$ 1,500.00 legal costs;
- d) Such further and other relief as this Court may deem just.

Sinclairs

SINCLAIRS
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$ 7,254.35 plus interest in the amount of CI\$ 552.27 as of the date of filing. The amount of the filing fees to commence the proceeding is US\$30.49 (CI\$25.00). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest, contractual costs and the costs of issuing the Plaint, 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 4 above;
2. The prescribed rate of interest is 2% month per finance charge;
3. The date from which interest is payable is 16 October 2019 and,
4. The amount of interest accruing due each day is CI\$ 4.68

This PLAINT was filed by Sinclairs, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is 3rd Floor Genesis Building, Genesis Close, PO Box 498, Grand Cayman, KY1-1106, Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC ____ OF 2020

B E T W E E N:

WEST INDIAN MARINE LTD

Plaintiff

AND

TALBERT TATUM (TRADING AS OASIS AQUA PARK)

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 _____, 2020

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)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands, within 14 days of receipt otherwise a default judgment may be entered against you.