

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 138 OF 2020

BETWEEN:

A.L. THOMPSON BUILDING SUPPLIES LTD.

PLAINTIFF

AND:

EVERTON MALCOLM

DEFENDANT



PLAINT



To: Everton Malcolm
52 Luke Forbes Drive
Grand Cayman, Cayman Islands

10/11/20

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 the service of this Complaint 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 Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgement** without any further notice to you.

Issued this 4th day of November 2020

See overleaf for particulars of the Plaintiff's claim.

THIS PLAINT was issued by Dinner Martin Attorneys t/a Dentons whose address for service is 3rd Floor, One Capital Place, P.O. Box 10190, Grand Cayman KY1-1002, Cayman Islands.

STATEMENT OF CLAIM

1. The Plaintiff is an ordinary resident company incorporated in the Cayman Islands. The Plaintiff is a supplier of building materials and home products.
2. On or about 27 May 2011, the Defendant and the Plaintiff entered into an agreement, for the purchase of goods and/or services by the Defendant on credit (the "Credit Agreement"). The Credit Agreement is attached herein as Appendix A
3. The terms of the Credit Agreement provide for the Defendant to purchase goods and/or services from the Plaintiff on credit with payment for the goods and/or services supplied to be made by the Plaintiff pursuant to the terms set forth on each invoice.
4. The Credit Agreement also provides for a late payment charge at a monthly periodic rate of 1.5% (annual percentage rate of 18%).
5. Between May 2019 and June 2019, the Defendant purchased goods from the Plaintiff under the auspices of the Credit Agreement, but did not make payments as per the terms of the invoices. The Defendant breached the terms of the Credit Agreement by his failure to pay the invoices sent to him under the same as they fell due.
6. As at the 29th day of October 2020 the Defendant owes the Plaintiff KYD8,966.05 (the "Amount Due") as a result of his failure to pay for the purchases he made under the terms of the Credit Agreement. The Amount Due is reflected in the account statement attached herein as Appendix B.
7. The Plaintiff has demanded that the Defendant pay the Amount Due but the Defendant has failed or refused to do so.

AND THE PLAINTIFF claims:

1. the sum of KYD8,966.05, being the Amount Due;
2. interest in the sum of KYD2,151 calculated at 18% per annum from June 2019 to 31 October 2020; and
3. costs of this action.

Dentons

Dinner Martin Attorneys t/a Dentons

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CAUSE NO. SC ____ OF 20__

BETWEEN:

A.L. THOMPSON BUILDING SUPPLIES LTD.

PLAINTIFF

AND:

EVERTON MALCOLM

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address: _____
2. State whether the Defendant intends to contest the action (tick appropriate box)
☐ Yes ☐ No
3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)
☐ 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.

(Signed).....

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)

APPENDIX A
CREDIT AGREEMENT

**A.L. Thompson's**

P. O. Box 10292
Grand Cayman KY1-1003

(345) 949-8622

(345) 949-7188

Account Statement

Account Number: EVMAL

Main Account

Due Date: November 28, 2020

Balance: **8,966.05**

Amount Enclosed: _____

EVERTON MALCOLM
P.O.BOX 152
GRAND CAYMAN KY1-1501

Please detach and enclose top portion with payment.

*We are payees at Cayman National and First Caribbean. If
you want to EFT funds from a different bank:*

A. L. Thompson's
Cayman National Bank
CI 01107169 USD 02104856

Please send any statement queries to ar@althompson.com

Account Summary A.L. Thompson's - (345) 949-8622

Account Number:	EVMAL	Closing Date:	10/29/2020		
	Main Account				
Name:	EVERTON MALCOLM	Due Date:	November 28, 2020		
Address:	P.O.BOX 152	Credit Limit:	0.00		
		Credit Available:	0.00		
Company:					
Phone #:	9241770	Previous Balance:	8,966.05		
Fax #:	() -	New Charges:	0.00		
		Credits / Payments:	0.00		
		=====	=====		
		New Balance :	8,966.05		
Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Balance Due
-81.35	0.00	0.00	0.00	9,047.40	8,966.05

Account Activity

Date	Account Activity	Charges	Credits	Run. Balance
	*** No account activity during this period ***			

Open Invoices

Date	Invoice #	Ref #	Balance
5/10/2019	63162931		2,437.81
5/11/2019	63165319		503.00
5/13/2019	80573949		203.85
5/13/2019	80573950		96.00
5/15/2019	63171676		601.00
5/15/2019	63172317		121.10
5/16/2019	63173337		671.73
5/17/2019	63176067		114.15
5/17/2019	63176368		371.25
5/18/2019	80576543		85.10
5/18/2019	80576680		19.65
5/18/2019	80576833		64.50
5/21/2019	63180283		56.64
5/21/2019	63180693	EVERTON MALCOM CALL IN TO AUTHORIZE ITEMS TAKEN BY	82.00
5/22/2019	63182269		155.75
5/22/2019	80577326		16.40
5/22/2019	80577330		30.85
5/22/2019	63184065	TORI	1,140.00
5/22/2019	80577497		-51.00
5/23/2019	63184335		238.60
5/23/2019	63184345		46.85
5/23/2019	63184897		110.40
5/23/2019	80577582		11.05
5/23/2019	63185708		46.62
5/24/2019	63186798		189.00
5/24/2019	63187099	ok by malcolm by phone call	239.55
5/24/2019	63188373		402.19
5/24/2019	63188432		62.30
5/25/2019	63189489		559.77
5/25/2019	63189515		65.00
5/25/2019	80578190		19.74
5/25/2019	80578506		122.35
5/25/2019	80578535		45.70
6/5/2019	80581415		-30.35
6/6/2019	63213655		117.50

Sales Receipt

Transaction #: :
Date :
Cashier :
Reference : -
Comments :

Account # : EVMAL
Main Account
Time :
Register # :

Item	Lookup Code	Description	Quantity	Price	Extended
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Sub total

Total discount savings 0.00

Tax Total 0.00

Total

APPENDIX B
ACCOUNT STATEMENT

COMMERCIAL CREDIT APPLICATION

APPLICANT INFORMATION (Please PRINT or TYPE All Information)

Name	EVERTON MALCOLM		Phone Number (301) 9241770
Address: (Mailing)	PO BOX 152. Luke Foster		Cell Number (1) 9164574
(Physical)	152. Luke Foster Dr. SAV.		
(E-mail)	EMALCOLM789MAIL.COM		Fax (301) 9472463
Credit Limit Requested	10,000.00		Accounts Payable Contact
Expected Monthly Purchases \$	1000	Annual Sales \$	600.00
No. of years in business under this name	10. year.	No. of years at this location	10. year.
Registered Office		Number of Employees	4.
Registered Office		Phone Number (301) 9241770	

OWNERSHIP OR CORPORATE OFFICERS

Owner/Officer Name	MALCOLM LAMON SENIOR	Phone Number (301) 9472463
Address	52. Luke Foster Dr. GRAND CAYMAN	
Owner/Officer Name	HAND ON SERVICES	Phone Number (301) 9164574
Address	6. ARCHIE STREET NEWLAND GRAND CAYMAN	
Owner/Officer Name	MALCOLM REPAIR	Phone Number (301) 9241770
Address	57. Luke Foster Dr. SAV GRAND CAYMAN	

REFERENCES (Please List Full Name, Address, & Phone Number)

Company Name	CARL BARNES CONSTRUCTION	Phone Number (301) 9161414
Address		
Company Name	ALVIN WALKINS	Phone Number (301) 9171721
Address	199 BOTTOM WOOD AVE SPANSPERCT.	
Company Name	EVERTON VIDEI.	Phone Number (1) 9163750
Address	P.O 10784 KY-1007 GRAND CAYMAN.	

BANK INFORMATION

Bank Name	CAYMAN NATIONAL	Phone Number ()
Bank Name		Phone Number ()

Permission is granted to you to seek, obtain, and divulge any information regarding credit history and credit account details or proposed dealings with you to or from any credit reporting bureau, any financial institution or any other person in connection with any credit dealings with you; and permission is given to same data controllers to divulge this information to you or and credit bureau.

Signed

Date

5/21/2011

5/21/11
OK
bank reference to follow

PO BOX 152

PERSONAL GUARANTEE

Name EVERLOW M. L. L. (The "Debtor"),

(PRINT NAME)

on such terms as the Supplier may, from time to time, determine in its sole and absolute discretion, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned (the "Guarantor") hereby unconditionally and irrevocably delivers this Personal Guarantee to the Supplier and hereby unconditionally and irrevocably guarantees to the Supplier the full and prompt payment of all present and future indebtedness, obligations and liabilities of the Debtor to the Supplier, whether now existing or hereafter arising, however evidenced, whether direct or indirect, absolute or contingent, individually or jointly with another person or entity, together with any extensions, renewals, substitutions or modifications of any such indebtedness, and to reimburse the Supplier for all costs or expense of collection, including court costs, attorney fees and other expenses which may be suffered by the Supplier by reason of the Debtor's default (collectively, the "Liabilities"). If any liability guaranteed hereby is not paid when due, the Guarantor hereby agrees to and will immediately pay the same, without resort by the holder hereof to any other person or party.

The obligation of the Guarantor hereunder is in addition to and shall not prejudice or be prejudiced by any other agreement, instrument, surety or guarantee which the Supplier may now or hereafter hold relative to any of the Liabilities. The obligation of the Guarantor to the Supplier hereunder is primary, absolute, and unconditional. Any payment of the Guarantor hereunder may be applied to any of the Liabilities which the Supplier may choose. The Guarantor acknowledges and agrees that the number and amount of the Liabilities may fluctuate from time to time hereafter. The Guarantor expressly agrees that this Personal Guarantee shall remain valid and in full force and effect, notwithstanding any such fluctuations and whether or not any Liabilities exist at any time.

The Guarantor agrees that this Personal Guarantee shall continue to be effective or be reinstated as the case may be if at any time payment, or any part thereof, to the principal of or the interest on any of the Liabilities is resold or must otherwise be restored or returned by the Supplier upon the insolvency, bankruptcy or reorganization of the Debtor, or otherwise, all as though such payment had not been made.

The Personal Guarantee shall be governed by and interpreted in accordance with the laws of The Cayman Islands.

In witness whereof this Personal Guarantee has been duly executed at GEORGE TOWN

this 27 day of MAY 2011

The Guarantor: [Signature] Witness: [Signature]

CREDIT AGREEMENT: Your signature below means(s) that in consideration A. L. Thompson Building Supplies Ltd., to the following terms of this agreement upon A. L. Thompson's approval of and in reliance upon this application for credit:

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, except as otherwise provided by law.
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 made 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., requires you to sign the invoice at the time of ordering a credit purchase or at the time of 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 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 right you 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 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. This 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 the following rates, which are subject to change with proper 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. Everything I have stated in this application is correct to the best of my knowledge. You are authorized to check my/our credit history, to answer questions about my/our credit experience, and to confirm the information on this application with my bank. I/we hereby acknowledge receipt of a copy of this CREDIT AGREEMENT.

Should my account(s) become in default my account may be assigned to a credit bureau/collection bureau for collection and/or court proceedings and I may further be charged with collection fees, legal fees and court costs to be recovered on an indemnity basis.

LATE PAYMENT CHARGE RATE SCHEDULE

MONTHLY PERIODIC RATE	1.5%
ANNUAL % RATE	18%
BALANCE TO WHICH APPLIED	ENTIRE BALANCE

BUSINESS NAME OF APPLICANT

SIGNED BY [Signature]

DATED 27 May 2011