



**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO:                      OF 2022**

**BETWEEN:**

**CSGPM LIMITED**

**PLAINTIFF**

**AND:**

**345 CARIBINVEST LTD**

**DEFENDANT**

**WRIT OF SUMMONS**

TO:  
345 CARIBINVEST LTD  
MCGRATH TONNER CORPORATE SERVICES LIMITED  
P. O. Box 446  
5th Floor, Genesis Building  
Genesis Close  
George Town

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days (or, if leave is required to effect service out of the jurisdiction, such other period as is specified in the attached Acknowledgement of Service of Writ of Summons) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 5<sup>th</sup> day of December 2022.

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

This Writ of Summons was issued by KSG, attorneys for the Plaintiff, whose address for service is 4th Floor Harbour Centre, 42 North Church Street, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [JK/03002]

**STATEMENT OF CLAIM**

1. The Defendant is and was at all material times a retailer and supplier of heavy goods and equipment.
2. By a contract in writing made on the 29<sup>th</sup> of August 2022 and consisting of a Sales order form #202218 (the Contract) the Defendant agreed to sell to the Plaintiff a SANY SY155H with ancillary parts including a blade, other extras and a warranty as further detailed in the Contract (the Goods). A copy of the Contract is annexed to these Particulars of Claim.
3. The following were, amongst others, terms of the Contract:
  - 3.1 the price payable by the Plaintiff to the Defendant for the Goods was KY\$122,388;
  - 3.2 payment would be made by way of 50% deposit on signing the Contract and the balance upon the Defendant informing the Plaintiff that the Goods were being loaded for shipping to the Cayman Islands.
4. On 30<sup>th</sup> August the Plaintiff made the first 50% payment of KY\$61,194 and on the 6<sup>th</sup> of October 2022 the Plaintiff, having been informed by Andrew Venton on behalf of the Defendant that the Goods were being loaded for shipping to the Cayman Islands, made the second payment of KY\$61,194.
5. On or about the 16<sup>th</sup> of November 2022 the Defendant again via Mr Andrew Venton, indicated that the Goods as ordered had not been shipped and could not be supplied as ordered.
6. In breach of the Contract the Defendant failed to deliver the Goods or any part at all and have indicated that the Goods will not be supplied at any time. In those circumstances, the consideration for the payments made by the Plaintiff to the Defendant has wholly failed.
7. By reason of the facts and matters set out above, the Plaintiff claims the sum of KY\$122,388 paid to the Defendant.

8. Further, the Plaintiff claims interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from the dates of the payments by the Plaintiff to the date of repayment by the Defendant with the current daily interest accruing at \$7.63. Alternatively, the Plaintiff claims interest at such rate and for such period as the Court thinks fit.

AND the Plaintiff claims:

- KY\$122,388;
- interest as set out in Paragraph 8 above.
- Costs

**DATED** this 5<sup>th</sup> day of December, 2022.



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**KSG**  
Attorneys for the Plaintiff

**Sales Order. 202218**

**DATE.29<sup>th</sup> August 2022.**

**345 Physical Address. Block F, 90 Godfrey Nixon Way, Georgetown, Grand Cayman**

**Business Manager. Andrew Venton**

**Contact Number. +1 345 525 0021.**

**Contact Email. andrew@345equipment.ky**

**Your Address. CSGPM Ltd, 207 Sparky Drive, Georgetown, Grand Cayman KY1 - 1009**

**Contact. Shawn Lafleur**

**Contact Number. +1 345 916 8465**

**The Machine –**

SANY SY155H. Standard Tier 3 Machine with Cabin, AC, Second hydraulic Lines & Blade. Steel Tracks. Rubber Pads Available at an extra cost.

Heavy Duty Digging Bucket included. Size available to be confirmed by SANY China.

**Please Note.** The most current item of literature is attached to this sales order, and it is the responsibility of the purchaser to ensure any and all options other than those mentioned above are included or clearly stated. No liability nor responsibility whatsoever falls on that of 345 Equipment or its suppliers to ensure that the machine carries the specification that is correct for the purchaser and other than stated within the literature as “STANDARD”

**WARRANTY.** 12 months or 2000 working hours.

Package Purchase Price.	USD
Sany SY155 H -	\$119,995.00
Screen Guard -	\$2,133.00
Hydraulic Coupler -	\$3,788.00
Installation Kit -	\$700.00
Hydraulic Thumb -	\$6,600.00
Hammer, including Auto Greaser and choice of two chisels -	\$18,993.00
Cleaning Bucket -	\$5,387.00
<b>Grand Total.</b>	<b>\$157,596.00</b>
	Discounted Total USD \$145,700.00
	Discounted Total KYD <b>\$122,388.00</b>

~~Duties, Documents and Import License~~ to your account, along with island wide delivery. We do manage all the paperwork and this includes the import license application process.

~~Terms~~ Deposit 50 % on order, balance prior to loading in China in approximately 3 to 4 weeks.

  
 Signed. 345 Equipment.  


Signed. CSGPM Ltd

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e., the words "Statement of Claim" appear on the top of page 3), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

**Notes for Guidance**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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**345 CARIBINVEST LTD**

**DEFENDANT**

**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

yes  no

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes  no

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Service of the Writ is acknowledged accordingly

(Signed).....

This Writ of Summons was issued by KSG, attorneys for the Plaintiff, whose address for service is 4th Floor Harbour Centre, 42 North Church Street, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [JK/3002]

Attorney for

**Please complete overleaf**

This Writ of Summons was issued by KSG, attorneys for the Plaintiff, whose address for service is 4th Floor Harbour Centre, 42 North Church Street, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [JK/3002]

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

KSG Attorneys at Law  
4th Floor Harbour Centre  
42 North Church Street  
PO Box 2255  
Grand Cayman KY1-1107  
Cayman Islands

Endorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's attorney endorsement]