



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Edwards Martin Hall Holdings Ltd T/A Drillbit Construction

Plaintiff

AND:

Wendel Construction Ltd

Defendant

To the Defendant

P.O. Box 11175
Grand Cayman KY1-1008
Cayman Islands

THIS PLAINT has been issued against your 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 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 Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 15 day of Feb 20 24

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(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)

- 1. On June 21st, 2019, The plaintiff entered into a sub-contract agreement with the Defendant for the plaintiff to provide labour for drywall works at various locations including Grand Harbour, Crystal Harbour, The Keogh and Fletcher Project and the Simon Residence in the Shores.
- 2. The plaintiff would then invoice the defendant on a fortnightly basis for all hours completed by the plaintiff workmen. The defendant would normally submit a payment to the plaintiff within 7 business days upon receipt of the invoice.
- 3. In September 2019, the defendant started to lapse on payments, as the plaintiff continued to provide labour due to interim payments from the defendant as he promised to settle all outstanding invoices later on. As time progressed, the promises were not fulfilled and the plaintiff withdrew it's service in February 2020 due to an unpaid balance of C\$24,992.
- 4. The plaintiff has followed up on several occasions in attempts to collect the outstanding balances via emails, in person visits, phone calls and even offered to setup a payment plan, however the defendant ignored all attempts to negotiate.
- 5. The plaintiff has decided to waive the sum of C\$4,992 and made a claim to the court for the defendant to pay a total amount of C\$20,000.00.

AND the Plaintiff claims:

- 1 The sum of C\$20,000.00.
- 2 Interest in the sum of \$n/a calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ ~~C\$20,000.00~~ ^{O. Naill}, alternatively costs to be assessed.

O. Naill
Plaintiff's Signature

Plaintiff's address for service

PO Box 2865 Grand Cayman, KY1-1112 Cayman Islands

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Edwards Martin Hall Holdings Ltd T/A Drillbit Construction

Plaintiff

AND:

Wendel Construction Ltd.

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for defendant 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 Plaint is acknowledged accordingly.

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)

Defendant's Signature

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