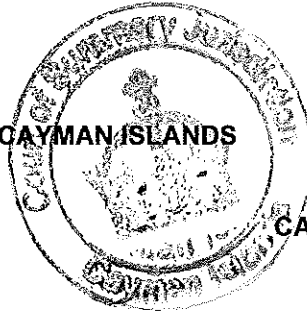


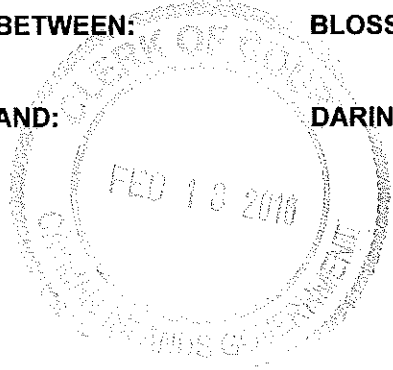
IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



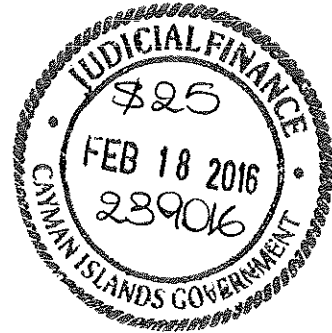
CAUSE NO. 0034 OF 2016

BETWEEN: BLOSSOM FISHER PLAINTIFF

AND: DARIN KEITH DACRES DEFENDANT



**PLAINT**



To the Defendant:

**Darin Keith Dacres**  
29 Piece Lane,  
West Bay,  
Grand Cayman

**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, P.O. Box495GT, 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 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 17<sup>th</sup> day of February, 2016

**See overleaf for particulars of the Plaintiff's claim**

## PARTICULARS OF CLAIM

1. The Plaintiff herein is employed to a local financial institution and will attain retirement age within the next 12 months of the date hereof. The Defendant is a local businessman and is known to the Plaintiff as a close friend of an immediate family member.
2. The Defendant approached Plaintiff in approximately December 2012 for financial assistance with his then fledgling recycling business as well as personal commitments he was obliged to meet. Defendant made assurances that the sums would be repaid within three months.
3. On approximately the 14<sup>th</sup> day of December, 2012, the Plaintiff acceded to the Defendant's request for a loan and advanced to the Defendant the sum of SIXTEEN THOUSAND FOUR HUNDRED AND FIFTY THREE CAYMAN ISLANDS DOLLARS (CI\$16,453.00). These sums were available to the Plaintiff, in part, through a Within Share Loan Agreement made with the CICA Co-Operative Credit Union Ltd.
4. The terms of the loan between the Plaintiff and Defendant were set out in a Loan Contract dated December 14, 2012, signed by both the Plaintiff and the Defendant herein.
5. The agreed terms included that the sums loaned would be repaid within 3 months from the date of signing. However, the Defendant has defaulted in his repayments and to date the amount of EIGHT THOUSAND AND EIGHTEEN CAYMAN ISLANDS DOLLARS AND THIRTY EIGHT CENTS (CI\$8,018.38) remains outstanding to the Plaintiff.
6. The sums outstanding have been assessed based on the following:

<b>Sums loaned</b>	<b>\$16,453.00</b>
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Payments made in KYD:

1/2/2013	\$2,750.00
2/15/2013	\$1,500.00
3/27/2013	\$1,000.00
4/3/2013	\$1,000.00
1/31/2014	\$250.00
2/7/2014	\$250.00
3/14/2014	\$300.00
3/30/ 2014	\$30.00
4/13/2014	\$200.00
4/30/2014	\$200.00
5/12/2014	\$200.00

5/24/2014	\$200.00
6/21/2014	\$200.00
7/19/2014	\$300.00
8/4/2014	\$200.00
8/18/2014	\$100.00
<b>Total</b>	<b>KYD8,688.00</b>

Payments made in USD:

6/14/2014	\$140.00
10/20/2014	\$120.00
11/14/2014	\$200.00
12/5/2014	\$200.00
12/21/2014	\$200.00
1/8/2015	\$200.00
2/4/2015	\$200.00
3/12/2015	\$205.00
5/9/2015	\$100.00
5/23/2015	\$100.00
6/26/2015	\$200.00
11/12/2015	\$200.00
11/5/2015	\$300.00
<b>Total</b>	<b>USD 2,365.00</b>

**(USD converted to KYD \$2,365 X . 80 KYD 1,892.00)**

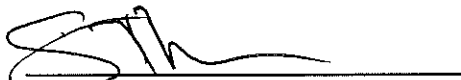
7. The Plaintiff also claims interest in the sum of C1\$ 4,500.00 as provided for in the loan contract which contains the provision that \$5,000.00 of the loan is subject to interest at the rate of 30%. The interest was included as a direct result of the Plaintiff having to incur a loan with the CICA Co-Operative Credit Union Ltd. in order to assist the Defendant.
  
8. The Plaintiff is dissatisfied that much effort must be made to contact the Defendant and after contact to convince the Defendant that a payment should be made towards the loan balance. The Defendant fails and/or neglects to make regular payments and has wholly defaulted on his contractual obligations to repay within three months of loan. The Defendant offers no reasonable explanation as to his failure and/or neglect to repay the Plaintiff.
  
9. The default in the agreement to pay has caused the Plaintiff hardship and this claim is brought in light of the Defendant's increasing reluctance to satisfy the indebtedness.

10. The Defendant is gainfully employed as a Tour Bus Operator and has no less than three buses in his fleet. Defendant has the means to stand the cost of these proceedings and the relief requested.

**AND THE PLAINTIFF CLAIMS:**

1. The principal sum of CI\$5,873.00;
2. Interest on this sum in accordance with s 34 of the Judicature Law (2013 Revision) at the prescribed rate at the date hereof amounting to CI\$2,467.95 and continuing at the rate of CI\$2.25 per day;
3. Alternatively, contractual interest as at March 14, 2013 at the rate of 30% on \$5,000.00 of the loan, amounting to CI\$4,500.00 as at the date hereof.
4. Fixed costs of \$225.00, alternatively, costs to be assessed.

Dated this 17<sup>th</sup> day of February 2016



Stacy Thompson  
Attorney at Law for Plaintiff

THIS PLAINT is filed by Stacy Thompson, Attorney-at-Law on behalf of the Plaintiff, whose address for service is Unit 201 Elizabethan Square, George Town, Grand Cayman, P.O. Box 12133 APO, Grand Cayman KY1-1010, Cayman Islands. Tel 747 4279 E stacythompson@candw.ky

## INDORSEMENT

The amount claimed for breach of contract is CI\$5,873.00 for principle and CI\$4,500.00 as interest as at February 17, 2016 for a total outstanding of CI\$10,373.00. If the Defendant pays within the time for returning the Acknowledgement of Service this amount to the Plaintiff or Plaintiff's Attorney at Law along with its legal costs, service and filing fees, any further proceedings will be stayed.

## STATEMENT REGARDING INTEREST

### Contractual interest

1. Pre judgment and post judgment interest upon the principle sum is claimed at the rate of 30% on \$5,000.00 of the sums loaned, per annum.
2. This interest became due and payable as at March 14, 2013.
3. The total interest claimed to the 17<sup>th</sup> day of February 2016 is CI\$4,500.00.

### Judicature Law (2013 Revision)

1. Pre judgment and post judgment interest is claimed upon the principle sum pursuant to the Judicature Law 2013 Revision.
2. The date on which interest became payable was March 14, 2013.
3. The total interest claimed to the 17<sup>th</sup> day of February 2016 is CI\$2,467.95 and continuing at the rate of CI\$2.25 per day.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS  
IN CIVIL REGISTRY

CAUSE NO. OF 2016

BETWEEN: BLOSSOM FISHER PLAINTIFF

AND: DARIN KEITH DACRES DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

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1. State the full name and address of the Defendant -

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2. State whether the Defendant intends to contest the action (*tick appropriate box*)

yes  no

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3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick appropriate box*)

yes  no

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4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

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Service of the Plaint is acknowledged accordingly

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Defendant's Signature

Dated this            day of            2016

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)

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Defendant's Signature

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

## DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

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 495, George Town, Grand Cayman

2. A Defendant who states in his Acknowledgment 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 Particulars of Claim is indorsed on the Plaintiff (i.e. the words "Particulars of Claim" appear on the top of page 2), 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 Particulars of Claim is not indorsed on the Plaintiff, the Defence need not be served until 14 days after a Particulars 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 Acknowledgment 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**

## 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 Plaintiff*)".
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 his 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.