

IN THE SUMMARY COURT AT GEORGE TOWN
CIVIL DIVISION

CAUSE NO. SC ⁰¹²³ OF 2016

BETWEEN:

J & R MANUS LTD
(T/A J&R INDUSTRIAL SERVICES)

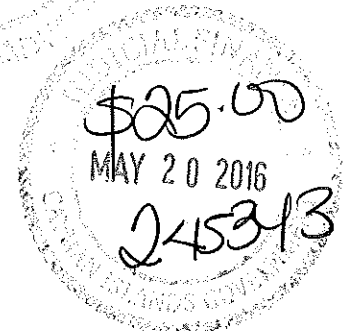
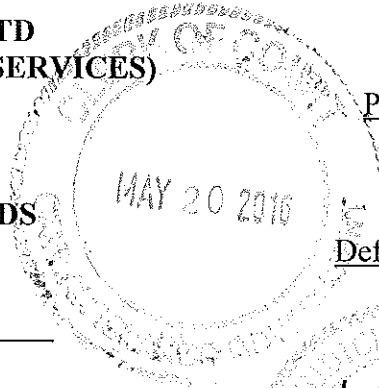
Plaintiff

AND:

TANYA EDWARDS

Defendant

PLAINT



To the Defendants:

Ms. Tanya Edwards
21 Siberia Avenue
PO Box 2821
Grand Cayman KY1-1112
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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 20th day of May 2016

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company registered in the Cayman Islands trading as J & R Industrial Services.
2. The Defendant is and was at all material times an individual residing in the Cayman Islands.
3. The Plaintiff agreed to loan the Defendant the sum of CI\$ 2,933.00.
4. By a promissory note dated 17 March 2015 ("Promissory Note 1") the Defendant agreed to repay the Plaintiff the sum of CI\$850.00, together with interest payable on the principal at the rate of 15% per annum, by way of 3 monthly installments of CI\$244.37 and a final payment of CI\$244.39.
5. The first payment was due on or before 30 March 2015 and each subsequent payment on or before the 30th day of the month thereafter. The amount was to be paid in full before the end of June 2015.
6. By a further promissory note dated 17 March 2015 ("Promissory Note 2") the Defendant agreed to repay the Plaintiff the sum of CI\$2,083.00, together with interest payable on the principal at the rate of 15% per annum, by way of 3 monthly installments of CI\$598.86 and a final payment of CI\$598.87.
7. The first payment was due on or before 30 March 2015 and each subsequent payment on or before the 30th day of the month thereafter. The amount was to be paid in full before the end of June 2015.


Promissory Note 1 and Promissory Note 2 (collectively the "Promissory Notes")

8. The Promissory Notes contained the following express terms:
 - a. The Borrower agrees to pay interest on the principal debt at the rate of 15% per annum;
 - b. If the Borrower defaults in payment by more than 3 days, the Borrower shall pay additional late fee(s) in the amount of CI\$100 for each late payment (the "late payment fee");
 - c. All payments shall be first applied to interest; and
 - d. Should the final payment date be exceeded by more than 7 days, the Borrower agrees to pay the Lender *inter alia* all court fees and costs incurred in recovering the outstanding debt.

9. In breach of the Agreements the Borrower has failed to maintain the payments. A statement of account up to December 2015 shows an outstanding balance in respect of the Agreements of CI\$4,172.94. This includes late payment fees and contractual interest up to and including 30 June 2015.
10. Requests for payment were personally served upon the Borrower on the 20 January 2016 and the 8 March 2016 however the Borrower has failed to pay any or all of the outstanding debt.
11. The Plaintiff claims the sum of CI\$4,172.94 in respect of the principal debt together with interest and late payment fees incurred pursuant to the Agreements.
12. Further, the Plaintiff claims contractual interest in the sum of CI\$392.04, being interest accrued upon the principal debt at the rate of 15% per annum from 1 July 2015, being the date upon which payment in full was due, until the date of issue of this Plaintiff and continuing until paid in full at the daily rate of CI\$1.21.
13. Further, the Plaintiff claims under the Promissory Notes the Plaintiff's costs (including but not limited to legal costs) arising from the Borrower's failure to pay the sum set out in paragraphs 4 and 6 above.

AND the Plaintiff Claims:

1. The sum of CI\$4,172.94.
2. Contractual interest as set out in paragraph 12 above.
3. Costs under the Promissory Notes.



PRIESTLEYS
Attorneys for the Plaintiff

**IN THE SUMMARY COURT AT GEORGE TOWN
CIVIL DIVISION**

CAUSE NO. SC OF 2016

BETWEEN:

**J & R MANUS LTD
(T/A J&R INDUSTRIAL SERVICES)**

Plaintiff

AND:

TANYA EDWARDS

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address-

Ms. Tanya Edwards
21 Siberia Avenue
PO Box 2821
Grand Cayman KY1-1112
Cayman Islands

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 _____, 2016

Please 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, P.O. Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.