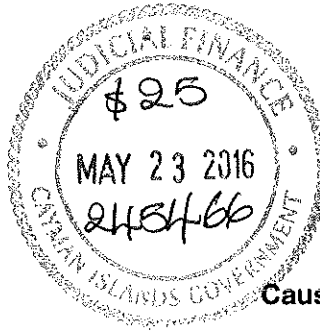


No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 183 of 2016

BETWEEN:

FIWI CASH LOAN AGENCY

Plaintiff

AND:

Leroy Bennett

Defendant

To the Defendant

52 Courts Road Apt. #4
The Westin Hotel
West Bay



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 Plaintiff 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 day of 20

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. Mr. Leroy Bennett was issued a loan of CI\$1500.00 on 30/7/2013 with a payment term of one month.

2. Mr. Bennett was given a special flat rate interest, in order to assist him in managing his payments. He missed his original due date, after which he only made some minimal payments, of no more than \$150 each payment, these factors have caused him to fall delinquent.

3. We have reached out to Mr. Bennett on many occasions, yet he has remained resolute in his stance to not pay. He signed a promissory note on 9/12/2013, yet he still insist that he does not owe the due balance. We submitted his case to the CIDCB, however to date he has not made any payments.

AND the Plaintiff claims:

- 1 The sum of 12 300.00

- 2 Interest in the sum of \$ 50.60 calculated at the prescribed rate from 23/5/2014 to date.

- 3 Interest to continue until the matter is settled.

- 4 Fixed costs of \$ 150.00, alternatively costs to be assessed.

Plaintiff's Signature



Plaintiff's address for service

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: FIWI CASH Loan Agency

Plaintiff

AND: Leroy Bennett

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's 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 Plaintiff 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.