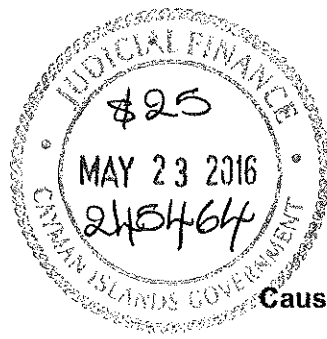


No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 131 of 2016

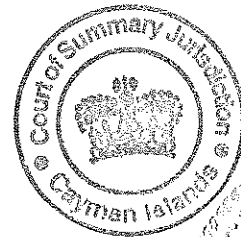
BETWEEN:

FIWI CASH LOAN AGENCY

Plaintiff

AND:

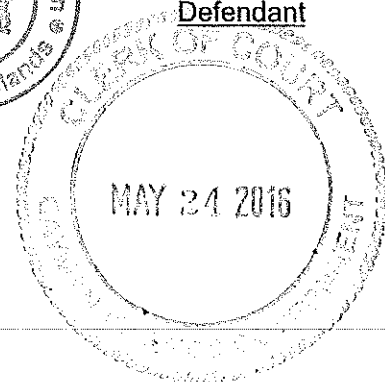
Harraldo Davis



Defendant

To the Defendant

145 Greenwood Drive
(Swamp) George Town



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 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 ²⁴ day of May 2016

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. Herraldo Davis, was issued a loan of CI\$1500, on the 17/8/2013 His original due date was on the 13/8/2013.
2. Mr. Davis made absolutely no payments on his loan until the 18/07/2015, when he signed a payment plan. He behaved in an arrogant and un-becoming manner, and refused to come in thereafter to keep to the payment plan.
3. On 8/9/2015 we submitted his file to the CIDCB for collections, and after much effort he has made collectively payments totalling, \$250.00. He keeps telling them that he is unemployed, we know this to be untrue moreover he is a work permit holder and therefore has to be employed.

AND the Plaintiff claims:

- 1 The sum of \$3838.00
- 2 Interest in the sum of \$ 84.40 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:

Harraldo Davis

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.