

IN THE SUMMARY COURT IN GRAND CAYMAN

CAUSE NO: 94 OF 2017

BETWEEN:

CAROLYN PARKER

AND

- 1. JOHN FURNISS
- 2. SHERILL FURNISS



Plaintiff

Defendants

PLAINT



John and Sherill Furniss
 PO Box 71
 2350 West Bay Road, West Bay
 Grand Cayman KY1-1102
 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 Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service 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 to return the Acknowledgment 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 12 day of May 2017

PARTICULARS OF CLAIM

1. The Plaintiff is an individual whose address for service is care of her attorneys, Sinclairs, 3rd Floor Genesis Building, Genesis Close, PO Box 498, Grand Cayman, KY1-1106, Cayman Islands.
2. The first Defendant is an individual residing in the Cayman Islands with a mailing address of PO Box 71, Grand Cayman, KY1- 1102, Cayman Islands.
3. The second Defendant is an individual residing in the Cayman Islands with a mailing address of PO Box 71, Grand Cayman, KY1-1102, Cayman Islands.
4. On or about March 17th 2012 the Defendants entered into a loan agreement with the Plaintiff (the "Loan Agreement"). The terms of the Loan Agreement were, *inter alia*, as follows:
 - a. *That the Lender shall loan the sum of USD 20,000.00 (twenty thousand) to the Borrowers;*
 - b. *In Consideration of that loan the Borrowers will give the Lender an interest equivalent to USD 20,0000 in their property in Little Cayman designated as Block 83A Parcel 118 currently valued at KYD \$ 45,000.00*
 - c. *The loan shall be repayable on or before 17 March 2013 and shall bear interest at the Rate of 5% per annum.*
5. The Loan Agreement was entered into with the Defendants to provide the Defendants with funds for a property development.
6. The Defendants defaulted on the terms of payment and as of the date of the commencement of this proceeding the Defendants, pursuant to the terms of the Loan Agreement, owed to the Plaintiff the sum of USD \$ 15,121.96 plus interest of USD \$5, 281.72. Interest on that sum continues to accrue at the agreed contractual rate of 5% per annum.

7. The Defendants have neglected to make full payment to the Plaintiff or any payment proposals notwithstanding a Demand being served upon them on April 13th 2017.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) USD\$ 15,121.96 being the principal sum due;
- b) USD \$ 5, 281.72 pre-judgment interest from March 2013 to May 2017 at the rate of 5% per annum in accordance with the Loan Agreement;
- c) Alternatively interest at the rate of 2.38% in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- d) Such further and other relief as this Court may deem just.



SINCLAIRS
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$ 15,121.96 plus interest in the amount of US\$ 5, 281.72 as of the date of filing. The amount of the filing fees to commence the proceeding is US\$30.49 (CI\$25.00). If, within the time for returning the acknowledgement of service, the defendants pay the Plaintiff or her attorneys-at-law the total amount claimed in principal, interest, contractual costs and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the Plaintiff or to her attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 4 above;
2. The prescribed rate of interest is 5% per annum;
3. The date from which interest is payable is 17 March 2012 and,
4. The amount of interest accruing due each day is US\$ 0.99.

This PLAINT was filed by Sinclairs, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is 3rd Floor Genesis Building, Genesis Close, PO Box 498, Grand Cayman, KY1-1106, Cayman Islands

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CAUSE NO: OF 2017

B E T W E E N:

CAROLYN PARKER

Plaintiff

AND

1. JOHN FURNISS
2. SHERILL FURNISS

Defendants

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 _____, 2017

See overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants 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 495, George Town, Grand Cayman, KY1-1106, Cayman Islands, within 14 days of receipt otherwise a default judgment may be entered against you.