

No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 143 of 2017

BETWEEN: FIWI CASH LOAN AGENCY

Plaintiff

AND: Nickeria Francis

Defendant

To the Defendant

16 Evans Close / 65 West Bay Gardens  
West Bay  
Grand 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 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 18 day of July 2017

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. The Defendant was issued a loan of \$150.00 on the March 15/2017 her original due date was 28/March/2017 payback amount \$200.00
2. To date she has made absolutely no payments on her loan, therefore falling delinquent.
3. Her guarantor Miss. Sheryl Williams, who signed on her behalf, in my presence and Who voiced the fact that she fully understood what it means to stand as a guarantor yet to date she has also refused to pay, as she promised.
4. Mr. Demar Smith of Smith's paving who "stood" as her employer in his employment Letter stated (quote) I Demar Smith will pay your agency whatever is owed by Miss. Francis (end quote) to date this has not been fulfilled.
5. Despite all the phone calls and contact to all parties involved absolutely no payments Or attempt at making any payments, by any one has been done to date.
6. Her loan is calculated at 15% originally, and the compounded interest was calculated at the same rate. (eg)  $2 \times 15 \times 2 = 60 + 200 = \$260$ ,  $2 \times 15 \times 2 = 60 + 20 + \$260 = \$340$ ,  $3 \times 15 \times 2 + 20 = \$450$ . etc

- 1 The sum of \$ 150.00
- 2 Interest in the sum of \$ 850.00 calculated at the prescribed rate from 15% 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

Shop # 05 Dolphin Centre, Eastern Ave.  
Po Box 11203 KY1-11008  
George Town  
Grand Cayman  
769-9663 / 322-5275 / 525-2078  
[pal-ltd@outlook.com](mailto:pal-ltd@outlook.com) / [fiwicash@outlook.com](mailto:fiwicash@outlook.com)

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 143 of 2017

**Between:**

FIWI CASH Loan Agency

Plaintiff

**AND:**

Nickeria Francis

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

16 Evans Close / 65 West Bay Gardens  
West Bay  
Grand Cayman Islands  
Grand 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 \_\_\_\_\_, 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)

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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.