

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 178 of 2017

BETWEEN:

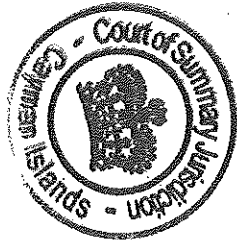
DEX LTD.

AND:

DELFINA BROWN

AND:

NOEL CHRISTIAN



PLAINTIFF

1<sup>st</sup> DEFENDANT

2<sup>nd</sup> DEFENDANT

PLAINT



To the Defendants:  
Delfia Brown  
c/o Ronco Cayman  
59 Maclendon Drive

Noel Christian  
c/o Comfort Suites

**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 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 29<sup>th</sup> day of August 2017

**See overleaf for particulars of the Plaintiff's claim**

### **PARTICULARS OF CLAIM**

1. The Plaintiff is a finance company, with their registered office being at One Capital Place, 3rd Floor, 130 Shedden Road, P.O. Box 799, Grand Cayman KY1-1103.
2. On or about 27 March 2014 the plaintiff offered to lend to the 1<sup>st</sup> defendant the sum of CI\$6,000 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by a loan agreement in writing dated 27 March 2014 setting out the full terms of the loan agreement.
4. The following were express terms of the Agreement:
  - 4.1 The plaintiff would lend the 1<sup>st</sup> defendant the sum of CI\$6,000.
  - 4.2 The 1<sup>st</sup> defendant would pay an arrangement fee of \$50 and repayment would be over a period of 24 months.
  - 4.3 The total Interest payable over the period of the loan was \$1,685.50 giving a total sum of \$7,685.50 to be paid by monthly installments of \$320.23 commencing 27 April 2014.
  - 4.4 Default interest is payable at the rate of 25% per annum from the repayment date until payment to be compounded monthly.
  - 4.5 The plaintiff is entitled to defer or waive any or all payment of interest on the loan.
  - 4.6 In the event of default by the defendant in paying any sum due the entire loan becomes due and payable.
  - 4.7 The defendant shall pay to the plaintiff all costs, fees and expenses including legal fees in connection with preserving or enforcing or attempting to preserve or enforce any of the plaintiff's rights under the agreement.
5. In consideration of the plaintiff entering into the said agreement, the 2<sup>nd</sup> defendant by written agreement evidenced by his signature on a Guarantee, signed by the 2<sup>nd</sup> defendant on the 27<sup>th</sup> March 2014 guaranteed the payment to the plaintiff the due payment of all sums now or subsequently payable by the 1<sup>st</sup> defendant under the loan agreement and guarantee.
6. Pursuant to the agreement, the plaintiff duly lent the 1<sup>st</sup> defendant the sum of \$6,000.

7. In breach of the agreement the 1<sup>st</sup> Defendant failed to make repayments on the said loan in accordance with the repayment plan and to date the 1<sup>st</sup> defendant has paid only the sum of \$1,120.69 as follows:
  - (a) \$320.23 – 28 April 2014 - \$195.23 principal and \$125 interest
  - (b) \$320.32 - 9 July 2014 - \$199.30 principal and \$120.93 interest
  - (c) \$160 – 23 October 2015 - \$43.22 principal and \$116.78 interest
  - (d) \$320.23 – 12 Feb 2016 - \$207.69 principal and \$112.54 interest
8. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the principal sum of CI\$5,354.56 and interest to date of \$4,241.92 calculated in accordance with the schedule attached.
9. The plaintiff waives its right to compound interest and claims simple interest at the rate of 25% per annum.

#### **STATEMENT REGARDING INTEREST**

1. The plaintiff claims interest from the 27<sup>th</sup> March 2014 at the contractual rate of 25% per annum.
2. The daily interest charged is \$3.67 per day.
3. The amount of interest accruing to date is \$4,241.92.

#### **AND THE PLAINTIFF CLAIMS:**

- (i) The principal sum of CI\$5,433.47 and contractual interest of \$4,241.92 as monies due and owing.
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2016 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iii) Costs or alternatively fixed costs in the sum of CI\$200.00 plus filing fees and bailiff's fee for service



**KSG Attorneys**

#### **Endorsement**

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$5,433.47 and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service

4<sup>th</sup> Floor Harbour Centre  
42 North Church Street  
PO Box 2255  
George Town, KY1-1107

Due Date	Principal	Balance	Date Paid		
2014					
April	195.23	5,804.77	28 April 2014.	31 days @\$6,000.00	127.40
			\$125 went to interest		
May	199.30	5,605.47	9 July 2014.	72 days @\$5,804.77	286.26
			\$120.93 went to interest		
June	43.22	5,562.25	23 Oct. 2015. - Paid \$160	471 days @\$5,605.47	1,808.34
			\$116.78 went to interest		
July	207.69	5,354.56	12 Feb. 2016 - Paid \$320.23	112 days @\$5,562.25	426.69
			\$112.54 went to interest		
			to 18 August 2017.	564 days @\$5,354.56	2,068.47
Accrued interest					4,717.17
Less interest Paid					475.25
<b>Unpaid interest to 18 August 2017</b>					<b>4,241.92</b>

THIS Plaintiff was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4<sup>th</sup> Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

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**Cause No. SC of 2017**

**BETWEEN:**

**DEX LTD.**

**PLAINTIFF**

**AND:**

**DELFINA BROWN**

**1<sup>st</sup> DEFENDANT**

**AND:**

**NOEL CHRISTIAN**

**2<sup>nd</sup> 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.