

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 203 of 2017

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

RUDOLPH HARRINGTON DAVIS

1st DEFENDANT

AND:

NADDINE DAVIS

2nd DEFENDANT

AND:

LECIA MARIE McLAUGHLIN

3rd DEFENDANT

PLAINT



To the Defendants:
Rudolph Davis
#96 Norfolk Drive
Naddine Davis
#96 Norfolk Drive
Lecia Marie McLaughlin
46 Double Tree Road

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 19th day of October 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a bank carrying on business at Dr. Roys Drive, George Town, Cayman Islands.
2. On or about 6th January 2015 the plaintiff offered to lend to the 1st defendant the sum of CI\$12,000 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by a memorandum of agreement in writing signed by the 1st defendant on 21st January 2015 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 1st defendant the sum of CI\$12,000.
 - 4.2 The 1st defendant would repay the loan over a period of 36 months with final payment due on 31st January, 2018.
 - 4.3 Each monthly repayment was to be in the sum of CI\$371.
 - 4.4 interest was payable on the principle of the loan withdrawn and outstanding at the rate of 7% per annum
 - 4.5 it was subject to personal guarantees being given by the 2nd and 3rd defendants.
5. In consideration of the plaintiff entering into the said agreement, the 2nd and 3rd defendants by written agreement evidenced by their signatures as Guarantors on the memorandum of agreement signed 21st January 2015 irrevocably and unconditionally agreed to:
 - 5.1 guarantee and indemnify to the plaintiff the payment of the Obligations by the 1st defendant on the due date;
 - 5.2 as a separate and independent principal obligation, indemnify the plaintiff, on a full indemnity basis, on demand against any cost, loss or liability suffered as a result of entering into the agreement.
6. Pursuant to the agreement, the plaintiff duly lent the 1st defendant the sum of \$12,000 on 5th February 2015.
7. In breach of the agreement the 1st Defendant failed to make repayments on the said loan in accordance with the repayment plan and the last payment received from the defendants was \$371 on 26th September 2016.

8. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the principal sum of CI\$9,879.30 and interest to date of \$693.10 calculated in accordance with the schedule attached.

STATEMENT REGARDING INTEREST

1. The plaintiff claims interest from the 5th February 2015 at the contractual rate of 7% per annum.
2. The daily interest charged is \$1.89 per day.
3. The amount of interest accruing to date is \$693.10.

AND THE PLAINTIFF CLAIMS:

- (i) The principal sum of CI\$9,879.30 and contractual interest of \$693.10 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

KSG Attorneys at Law

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\$10,572.40 and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service

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

CAYMAN ISLANDS DEV. BANK 36B DOCTOR RO
 GEORGE TOWN
 CAYMAN ISLANDS, B.W.I.

CURRENCY KYD

CONTRACT: 3302112

STATEMENT PERIOD: 28/01/15 TO 25/05/17

LOAN PURPOSE: MICROSOFT & APPLE SYSTEMS INT PDM: 1.78

LOAN STATEMENT

DAVIS RUDOLPH
 P.O. BOX 44
 GRAND CAYMAN KY1-1501
 CAYMAN ISLANDS

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
28 JAN 15	Advance			0.00
05 FEB 15	Advance	12,000.00		12,000.00
02 MAR 15	Int. -scheduled calc	57.53		
11 MAR 15	Blended payment due	57.53		
31 MAR 15	Int. -scheduled calc	66.74		
31 MAR 15	Blended payment due	371.00		
01 APR 15	Int. -statement date	2.30		
17 APR 15	Late fee Blnd Waived	25.00		
30 APR 15	Int. -scheduled calc	66.74		
30 APR 15	Blended payment due	371.00		
15 MAY 15	Late fee Blnd Waived	25.00		
26 MAY 15	Int. - loan payment	59.84		
26 MAY 15	Blended payment		500.00-	11,753.15
01 JUN 15	Int. -scheduled calc	13.52		
01 JUN 15	Blended payment due	371.00		
17 JUN 15	Late fee Blnd Waived	25.00		
30 JUN 15	Int. -scheduled calc	65.37		
30 JUN 15	Blended payment due	371.00		
01 JUL 15	Int. -statement date	2.25		
16 JUL 15	Late fee Blnd Waived	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 JUL 15	Int. -scheduled calc	67.62		
31 JUL 15	Blended payment due	371.00		
31 AUG 15	Int. -scheduled calc	69.87		
31 AUG 15	Blended payment due	371.00		11,753.15
30 SEP 15	Int. -scheduled calc	67.62		
30 SEP 15	Blended payment due	371.00		
01 OCT 15	Int. -statement date	2.25		
02 NOV 15	Int. -scheduled calc	72.13		
02 NOV 15	Blended payment due	371.00		
12 NOV 15	Int. - loan payment	22.54		
12 NOV 15	Blended payment		2,000.00-	10,136.32
30 NOV 15	Int. -scheduled calc	34.99		
30 NOV 15	Blended payment due	371.00		
31 DEC 15	Int. -scheduled calc	60.26		
31 DEC 15	Blended payment due	371.00		
01 JAN 16	Int. -statement date	1.94		
01 FEB 16	Int. -scheduled calc	60.26		
01 FEB 16	Blended payment due	371.00		10,136.32
29 FEB 16	Int. -scheduled calc	54.43		
29 FEB 16	Blended payment due	371.00		
31 MAR 16	Int. -scheduled calc	60.26		
31 MAR 16	Blended payment due	371.00		
01 APR 16	Int. -statement date	1.94		
02 MAY 16	Int. -scheduled calc	60.26		
02 MAY 16	Blended payment due	371.00		
31 MAY 16	Int. -scheduled calc	56.37		
31 MAY 16	Blended payment due	371.00		
27 JUN 16	Int. - loan payment	52.49		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
27 JUN 16	Blended payment		371.00-	10,136.32
30 JUN 16	Int. -scheduled calc	5.83		
30 JUN 16	Blended payment due	371.00		
01 JUL 16	Int. -statement date	1.94		
21 JUL 16	Int. - loan payment	38.88		
21 JUL 16	Blended payment		371.00-	9,884.17
01 AUG 16	Int. -scheduled calc	20.85		
01 AUG 16	Blended payment due	371.00		
25 AUG 16	Int. - loan payment	45.49		
25 AUG 16	Blended payment		371.00-	9,579.51
31 AUG 16	Int. -scheduled calc	11.02		
31 AUG 16	Blended payment due	371.00		
26 SEP 16	Int. - loan payment	47.77		
26 SEP 16	Blended payment		371.00-	9,579.51
30 SEP 16	Int. -scheduled calc	7.11		
30 SEP 16	Blended payment due	371.00		
01 OCT 16	Int. -statement date	1.78		
31 OCT 16	Int. -scheduled calc	53.32		
31 OCT 16	Blended payment due	371.00		
30 NOV 16	Int. -scheduled calc	53.32		
30 NOV 16	Blended payment due	371.00		
01 JAN 17	Int. -statement date	56.87		
03 JAN 17	Int. -scheduled calc	3.55		
03 JAN 17	Blended payment due	371.00		
31 JAN 17	Int. -scheduled calc	49.76		
31 JAN 17	Blended payment due	371.00		
28 FEB 17	Int. -scheduled calc	49.76		
				9,267.30

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
28 FEB 17	Blended payment due	371.00		
31 MAR 17	Int. -scheduled calc	55.10		
31 MAR 17	Blended payment due	371.00		
01 APR 17	Int. -statement date	1.78		
01 MAY 17	Int. -scheduled calc	53.32		
01 MAY 17	Blended payment due	371.00		

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2nd DEFENDANT

AND:

LECIA MARIE McLAUGHLIN

3rd 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 Plaint 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.