



Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 232 OF 20__

BETWEEN:

TYRONE FARNUM

AND:



FELECIA CHRISTIAN



Plaintiff

Defendant

PLAINT

To the Defendant

FELECIA CHRISTIAN

PO Box 103

Grand Cayman KY1-1701

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, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 defense** 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 defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued this 21 day of NOV 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 In July 2017 the Defendant borrowed \$1,000.00 from the Plaintiff and agreed to pay back the full amount plus 15% of the amount borrowed as a total of \$1,150.00.
- 2 A contract was signed between the Plaintiff and the defendant fully explaining the terms and conditions.
- 3 In August of 2017 the Defendant paid \$200.00 to the Plaintiff citing that she would pay off the balance in September 2017.
- 4 The Plaintiff informed the Plaintiff that 15% would be added to the bill every month until paid in full. Which brought the full amount owed to \$1093.00
- 5 In September 2017 the Defendant paid the Plaintiff \$100.00 citing that she would get a loan in October 2017 and pay off the loan leaving a balance of \$993.00 and another 15% was added to the balance bringing the total to \$1142.
- 6 The Plaintiff called the Defendant in October 2017 to pay and the Defendant stated that again she would be paying off the full amount on the 20 November 2017. The Defendant was informed that 15% would be added to the bill and if the full amount of \$1313.00 was not paid on the 20 November 2017 the Plaintiff would proceed to court.
- 7 In November the Defendant informed the Plaintiff that she would pay off the loan in two parts. The Plaintiff informed the defendant that this was not part of the agreement but he would work with her.
- 8 On Monday the Plaintiff emailed the Defendant concerning the payment to which she stated that she had the payment
- 9 When the Plaintiff met the Defendant she stated that she could only pay \$200.00 and in December she would pay the balance because she did not get the loan and she bought a car.
- 10 Upon investigating the Plaintiff discovered that the Defendant received a loan from Fidelity Bank in November 2017 and was leaving the island on vacation Friday 24 November 2017
- 11 As such the Plaintiff recalls the loan as per contract and charges 40% to the outstanding bill as per contract in the amount of \$1,838.00
- 12 As of November 21 2017 the Plaintiff claims that the Defendant owes \$1,838.00

AND the Plaintiff claims:

- (1) The sum of \$1,838.00
- (2) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Total sum \$2,138.00



Plaintiff's Signature

Tyrone Farnum
P.O. Box 1145
Grand Cayman KY1-1101

Cayman Islands

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20__

BETWEEN:

TYRONE FARNUM

Plaintiff

AND:

FELECIA CHRISTIAN

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

FELECIA CHRISTIAN
PO Box 103
Grand Cayman KY1-1701
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 defense overleaf.

Service of the Plaint is acknowledged accordingly.

FELECIA CHRISTIAN

Defendant's Signature

DATED this day of , 2017

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 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.

PROCOLLECT INTERNATIONAL.
P O Box 1145, Grand Cayman KY1-1110, CAYMAN ISLANDS
Telephone: 345-949-8415
EMAIL: pro_collect@yahoo.com

CASH ADVANCE AGREEMENT

Date: 18/9/17

CLIENT NAME: Felicia Christian

For value received I, Felicia Christian severally promise to pay PROCOLLECT INTERNATIONAL the sum of CI\$950.00 plus 15% of said amount.

I Felicia Christian agree to deposit \$1,098.00 to Cayman National Bank A/C 011-14712 on or before October 16 2017 (will pay \$200 Monday 18 September 2017 leaving an outstanding balance of \$950.00 plus 15% interest totalling \$1,098.00)

If I Fail Or Refuse To Pay The Full Amount On Said Date, Late Fee Will Be Charged Of \$100 The First Week Thereafter Interest Will Be Added To 40%. If More Than Two Weeks Late We Will Proceed To Court

Client Signature

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In case of any default as herein agreed, the above named severally promises to pay all fines imposed in accordance with ProCollect International, for failure to comply with this agreement together with all cost or expenses incurred in the collection of any sum due; also, if the holder hereof after default, shall place the above in the hands of an attorney-at-law for collections, to pay all costs incurred.

_____

Client Signature

_____

Witness (staff only)