

IN THE SUMMARY COURT AT GEORGE TOWN



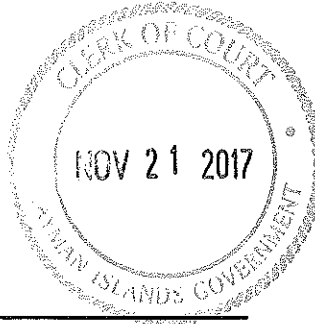
CAUSE NO. SC 233 OF 20__

BETWEEN:

TYRONE FARNUM

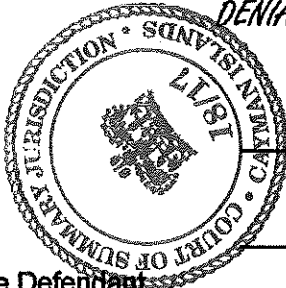
AND:

DENIA BUSH



Plaintiff

Defendant



PLAINT

To the Defendant

DENIA BUSH

*George Town
Grand Cayman
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 day of 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 October 2017 the Defendant borrowed \$1,600.00 from the Plaintiff and agreed to pay back the full amount plus 25% of the amount borrowed as a total of \$2,000.00.
- 2 A contract was signed between the Plaintiff and the defendant fully explaining the terms and conditions.
- 3 Payment was to start 31 October 2017 of \$500 per week ending 21 November 2017
- 4 The Defendant was late with the first payment to which she was charged a late fee of \$100 as per contract.
- 5 The Defendant refused to pay despite the numerous whatsapp messages that the Plaintiff sent her
- 6 As such the Plaintiff recalls the loan as per contract and charges 40% to the outstanding bill as per contract in the amount of \$2,240.00
- 7 As of November 21 2017 the Plaintiff claims that the Defendant owes \$2,240.00

AND the Plaintiff claims:

- (1) The sum of \$2,240.00
- (2) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Total sum \$2,540.00



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:

DENIA BUSH

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*DENIA BUSH
GEORGE TOWN
Grand Cayman
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 Plaintiff 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: 24/10/17

CLIENT NAME: Denia Bush

For value received I, Denia Bush severally promise to pay PROCOLLECT INTERNATIONAL the sum of **CI\$1600.00** plus 25% of said amount.

I Denia Bush agree to deposit \$2000.00 to Cayman National Bank A/C 011-14712 to make deposits of \$500 a week for four weeks starting 31 October 2017 ending 21 November 2017

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

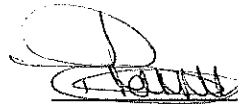
Client Signature



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)