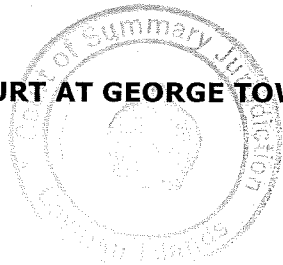


**IN THE SUMMARY COURT AT GEORGE TOWN**



Cause No. SC 248 of 2017

**BETWEEN:**

**DEX LTD.**

**PLAINTIFF**

**AND:**



**TREVOR MILLER**

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

**AND:**

**INDIA MILLER**

**2<sup>nd</sup> DEFENDANT**

**PLAINT**



To the Defendants:  
36 Flintstone Drive  
Spotts  
Newlands  
Grand Cayman

**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, P.O. Box 495, 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 20<sup>th</sup> day of December 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 8<sup>th</sup> May 2014 the plaintiff offered to lend to the 1<sup>st</sup> defendant the sum of CI\$7,500 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by a loan agreement in writing dated 8<sup>th</sup> May 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\$7,500.
  - 4.2 The 1<sup>st</sup> defendant would pay an arrangement fee of \$75 and repayment would be over a period of 24 months.
  - 4.3 The total Interest payable over the period of the loan was \$1,927.20 giving a total sum of \$9,427.20 to be paid by monthly installments of \$392.80 commencing 8<sup>th</sup> June 2014.
  - 4.4 Default interest is payable at the rate of 23% 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 her signature on a Guarantee, signed by the 2<sup>nd</sup> defendant on the 8<sup>th</sup> May 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 \$7,500.

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 \$6,900 as follows:
  - (a) \$500 14 July 2014
  - (b) \$400 2 September 2014
  - (c) \$1,500 18 June 2015
  - (d) \$500 2 September 2015
  - (e) \$500 29 March 2016
  - (f) \$2,500 20 October 2017
8. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the principal sum of CI\$2,376.76 and interest to date of \$2,491.43 calculated in accordance with the schedule attached.
9. The plaintiff waives its right to compound interest and claims simple interest at the rate of 23% per annum.

#### **STATEMENT REGARDING INTEREST**

1. The plaintiff claims interest from the 8<sup>th</sup> May 2014 at the contractual rate of 23% per annum.
2. The daily interest charged is \$1.49 per day.
3. The amount of interest accruing to date and unpaid is \$2,491.43.

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

- (i) The principal sum of CI\$2,376.76 and contractual interest of \$2,491.43 as monies due and owing.
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2017 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-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\$4,868.19 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		
	payments due 8th of month				
2014					
		7,500.00		36 days @\$7,500.00	\$170.14
June	249.05	7,250.95	14 July Paid \$500 - \$107.20 over	65 days @ \$7,250.95	296.99
July	253.82	6,997.13	25 July Paid \$1,000	17 days @ \$6,997.13	74.96
August	258.69	6,738.44	25 July.		0.00
Sept.	263.65	6,474.79	25 July. Short 71.12 for Sept.		0.00
Oct.	268.70	6,206.09	2 Sept. pd \$400 short \$63.92	282 days@\$6,270.01	1,114.17
Nov.	273.85	5,932.24	18 June 2015 pd.\$1500.00		0.00
Dec.	279.10	5,653.14	18 June.		0.00
2015					0.00
Jan.	284.45	5,368.70	18 June.		0.00
Feb.	289.90	5,078.80	18 June. Short \$135.12	76 days @ \$5,213.92	256.27
March	295.46	4,783.34	2 Sept.2015 paid \$500 short \$27.92	207 days @\$4,811.06	627.55
April	301.12	4,482.22	29 Mar. 2016 paid \$500	579 days @\$4,482.22	1,635.33
May	306.89	4,175.33	20 October 2017 Paid \$2,500		
June	312.77	3,862.56			
July	318.77	3,543.79			
Aug.	324.88	3,218.91			
Sept.	331.10	2,887.81			
Oct.	337.45	2,550.36			
Nov.	173.60	2,376.76		62 days @ \$2,376.76	92.86
					<b>\$4,268.26</b>
					<b>\$1,776.83</b>
					<b>\$2,491.43</b>
					\$2,376.76
				Total due	<b>\$4,868.19</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.

**IN THE SUMMARY COURT AT GEORGE TOWN**

**Cause No. SC of 2017**

**BETWEEN:**

**DEX LTD.**

**PLAINTIFF**

**AND:**

**TREVOR MILLER**

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

**AND:**

**INDIA MILLER**

**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, P.O. Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.