

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 0016 OF 2018

BETWEEN:

MARIO MCWOLIE EBANKS



Plaintiff

AND:

ASHER CARLYLE EBANKS

Defendant



PLAINT



To the Defendant

P.O. BOX 306
GRAND CAYMAN KY1-1301
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 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 25TH day of JANUARY 2018.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. On 22nd April 2013, the Plaintiff lent the Defendant the sum of US\$10,000.00 and he agreed to repay the said sum along with a premium payment of US\$1,000.00 on 22nd June 2013.
2. On 6th June 2013, the Plaintiff also lent the defendant an additional sum of CI\$5,000.00 and he agreed to repay the said sum along with premium payment of CI\$500.00 on 6th July 2013.
3. To date, the Plaintiff has only received three payments from the Defendant. The first payment was received on 4th August 2015 for the sum of US\$1,000.00. A second payment was received on 13th April 2016 for the sum of CI\$500.00. The third payment was received on 13th May 2017 for the sum of US\$350.00. A demand to pay Promissory Notes were sent by registered mail on 5th December 2017 with no response.
4. The Defendant should repay the Plaintiff the amounts outstanding on the said loans.
5. The Defendant should also pay interest at the prescribed rate on the amounts that were due as at the date of this Plaint as well as at the per diem rate until the loan has been repaid.

AND the Plaintiff claims:

1. The sum of US\$9,650.00 (nine thousand six hundred and fifty US dollars) (or CI\$8,106.00 @.84) and CI\$5,000.00 (five thousand Cayman dollars).
2. Interest in the sum of US\$1,135.58 (CI\$953.89) and CI\$573.94 calculated at the prescribed rate from June 22nd, 2013 and July 7th, 2013 respectively to date.
3. Interest to continue at the per diem rate of US\$0.62791 (CI\$0.52745) and CI\$0.32534 respectively until this matter is settled.
4. Fixed costs of \$175.00, alternatively costs to be assessed



Plaintiff's Signature

Plaintiff's address for service: -

P. O. Box 257
Grand Cayman KY1-1301
CAYMAN ISLANDS
Phone number: 345-926-0678
Email: mcwolie@candw.ky

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2018

Between: Mario McWolie Ebanks

Plaintiff

AND: Asher Carlyle Ebanks

Defendant

ACKNOWLEDGEMENT OF SERVICE

Asher Carlyle Ebanks
P. O. Box 306
Grand Cayman KY1-1301
CAYMAN ISLANDS

The Defendant intends to contest the action.

Yes

No

If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

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 _____, 2018.

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.