

THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 38 of 2018

BETWEEN:

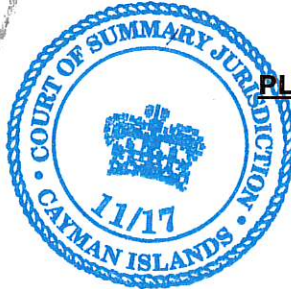
AND:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

TONY LANCE JAMES

DEFENDANT



PLAINT



To the Defendant:
Tony Lance James
#23 Valencia Heights
Crewe Road
Or c/o Westin Hotel

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 28 day of February 2018

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 18 August 2009 the plaintiff offered to lend to the defendant the sum of CI\$19,389 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by an offer letter signed by the defendant as accepting the terms and signed by the defendant on 19th August 2009 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\$19,389.
 - 4.2 The defendant would repay the loan over a period of 60 months.
 - 4.3 Each monthly repayment was to be in the sum of CI\$366.
 - 4.4 interest was payable on the principle of the loan withdrawn and outstanding at the rate of base minus 1.45% with effective rate at the date of loan being 5% per annum
 - 4.5 Loan fees of \$350 were to be added to the loan amount.
5. Pursuant to the agreement, the plaintiff duly lent the defendant the sum of \$19,389 which was disbursed on the instructions of the defendant on the 21st August 2009.
6. In breach of the agreement the Defendant failed to make repayments on the said loan in accordance with the repayment plan and the last payment received from the defendant was \$200 in September 2016.
7. The current status of the loan is as follows:
 - 7.1 Principal outstanding: \$5,214.33
 - 7.2 Interest outstanding: \$337.27
 - 7.3 Total outstanding: \$5,551.60
8. In the premises, the Defendant is indebted to the Plaintiff in the principal sum of CI\$5,214.33 and interest to date of \$337.27.

STATEMENT REGARDING INTEREST

1. The plaintiff claims interest from the date of the loan at the contractual rate of base minus 1.45% with the current effective rate being 5%.

2. The daily interest charged is \$0.64 per day.
3. The amount of interest accruing to date is \$337.27.

AND THE PLAINTIFF CLAIMS:

- (i) The principal sum of CI\$5,214.33 and contractual interest of \$337.27 as monies due and owing.
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2016 Revision) at the contractual rate of interest or in the alternative in accordance with 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\$5,551.60 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

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

TONY LANCE JAMES

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