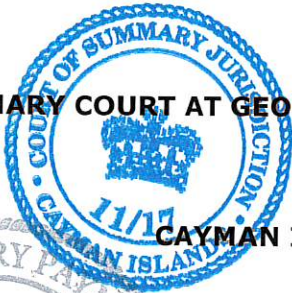


IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 39 of 2018

BETWEEN:



CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

TONI CARTER (nee JAMES)

1<sup>st</sup> DEFENDANT

AND:

FEB 28 2018

TONY LANCE JAMES

2<sup>nd</sup> DEFENDANT



PLAINT



To the Defendants:  
Toni Carter #78 Simion Crescent  
West Bay  
Tony James #23 Valencia Heights  
Crewe Road

**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 31<sup>st</sup> October 2011 the plaintiff offered to vary an existing loan agreement and lend to the 1<sup>st</sup> defendant the total sum of CI\$9,500 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by a memorandum of agreement in writing signed by the 1<sup>st</sup> defendant on 31<sup>st</sup> January 2012 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\$9,500.
  - 4.2 The 1<sup>st</sup> defendant would repay the loan over a period of 36 months with final payment due on 30<sup>th</sup> June, 2014.
  - 4.3 Each monthly repayment was to be in the sum of CI\$294.
  - 4.4 interest was payable on the principle of the loan withdrawn and outstanding at the rate of base plus 0.55% with an effective rate of 7% per annum commencing on 30<sup>th</sup> November 2011.
  - 4.5 it was subject to personal guarantee being given by the 2<sup>nd</sup> defendant.
5. In consideration of the plaintiff entering into the said agreement, the 2<sup>nd</sup> defendant by written agreement evidenced by his signature as Guarantor on a Guarantee signed 31<sup>st</sup> January 2012 irrevocably and unconditionally agreed to:
  - 5.1 guarantee and indemnify to the plaintiff the payment of the Obligations by the 1<sup>st</sup> defendant on the due date;
  - 5.2 as a separate and independent principal obligation, indemnify the plaintiff, on a full indemnity basis, on demand against any cost, loss or liability suffered as a result of entering into the agreement.
6. Pursuant to the agreement, the plaintiff duly lent the 1<sup>st</sup> defendant the sum of \$9,500 by way of refinancing previous loans or fresh advances as follows:
  - (a) \$3,000 September 2010
  - (b) \$943 November 2010
  - (c) \$2,057 September 2011
  - (d) \$3,500 March 2012

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 the last payment received from the defendant was \$205 on 16<sup>th</sup> June 2017.
  
8. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the principal sum of CI\$9,414.54 and interest to date of \$1,157.39.

**STATEMENT REGARDING INTEREST**

1. The plaintiff claims interest over the course of the loan at the contractual rate of base plus 0.55% with an effective rate of 7% per annum commencing on 30th November 2011.
2. The daily interest charged is \$1.81 per day.
3. The amount of interest owing to date is \$1,157.39.

**AND THE PLAINTIFF CLAIMS:**

- (i) The principal sum of CI\$9,414.54 and contractual interest of \$1,157.39 as monies due and owing.
  
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2016 Revision) and the contract as set out above 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\$10,571.93 and all filing fees and all further 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
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AND:

TONY LANCE JAMES

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)

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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.