

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 54 OF 2018

BETWEEN:



CAYMAN LEASING LTD



PLAINTIFF

AND:

OLIVIA EBANKS



DEFENDANT

PLAINT

TO THE DEFENDANT:

OLIVIA EBANKS of 106 Lakeside Circle, Admirals Avenue 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 fourteen (14) days after the service of this Complaint on you, counting the day of service, you must either satisfy the claim, or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without further notice to you.

Issued this 6th day of April, 2018.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

PARTICULARS OF CLAIM

The Parties

1. The Plaintiff is a limited company incorporated pursuant to the laws of the Cayman Islands and having its registered office at Plantation House, 196 Raleigh Quay, Grand Cayman, and whose physical address is Cayman Falls, West Bay Road, Grand Cayman, Cayman Islands, PO Box 1968, KY1-1104.
2. The Defendant is an individual residing at 106 Lakeside Circle, Admirals Avenue George Town, Grand Cayman, Cayman Islands.

The Lease

3. On 26 August 2016 the Plaintiff agreed to lease to the Defendant a 2011 black Honda Accord Tourer motor car, registration number 168 904, VIN # CW1-1000557 ("the Vehicle").
4. The express terms of the contract were evidenced in writing in the form of a lease agreement dated 26 August 2016 which was executed by the Defendant, who also signed each page ("The Lease").
5. Schedule B to the Lease provided for the monthly payments to be made as set out in a table. The starter fee was to be CI\$1,963.00 and the term length was agreed to be 36 months, with a monthly rate (inclusive of insurance) of CI\$734.00.
6. Clause 50 of Schedule C of the Lease provided that the Plaintiff had the right to seize and repossess the Vehicle in the event of default of payment by the Defendant. Pursuant to Clause 51, in the event of such seizure and repossession, the Lease would terminate, and the Defendant would be liable for the costs of, and incidental to, the seizure and repossession as well as any and all other obligations undertaken by the Defendant.
7. The Lease also contained clauses at Schedule C setting out the respective rights and obligations of the Parties in respect of breach and termination of the Lease, including, (but not limited to) those set out at clauses 22, 43 and 45.

Termination of the Lease

8. During the currency of the Lease, the Vehicle was impounded by the police pursuant to an investigation, and the Defendant then defaulted on the monthly payments due under the Lease. As at 15 August 2017, the arrears and fees had accumulated to the extent that the Defendant owed \$4,644.00 to the Plaintiff pursuant to the Lease.
9. On or about 11 August 2017, attorneys acting on behalf of the Plaintiff secured the release of the Vehicle from the police. The Plaintiff incurred legal fees and additional expenses securing the release of the Vehicle and repairing and restoring the Vehicle to the condition it had been in at the commencement of the Lease, for which the Defendant was liable to indemnify the Plaintiff. Upon the Plaintiff settling these disbursements for which the Defendant was liable, the balance due to the Plaintiff from the Defendant under the Lease amounted to CI\$8,020.90.
10. On 31 August 2017, the Lease was terminated following seizure of the Vehicle by the Plaintiff. As the Lease had now terminated, no further monthly charges were to be charged to the account under the Lease.

The Debt Agreement

11. By written agreement executed by The Defendant on 31 August 2017 (The "Debt Agreement"), The Defendant:
 - i) fully accepted she owed the sum of CI\$8,020.90 to the Plaintiff;
 - ii) represented that she could not afford to repay the balance in a lump sum;
 - iii) agreed to pay down the debt at rate of CI\$600.00 per month; and
 - iv) agreed to pay interest on the debt at a monthly rate of 1 %

The Debt Agreement provided for a payment plan of CI\$600.00 per month, with a minimum payment in any event of CI\$125.00 per month. The Debt Agreement also provided that in the event of default of the payment plan, the Plaintiff was at liberty to recover the balance outstanding under the Debt Agreement without notice to the Defendant. A copy of the Debt Agreement is attached hereto.

12. Upon execution of the Debt Agreement, the Defendant's security deposit of \$734.00 in respect of the terminated Lease was applied against the balance due on the Debt Agreement, and the Defendant made a payment of CI\$600.00. Accordingly, as at 31

August 2017, taking into account the first interest payment, the balance due was CI\$6,754.78.

13. The Defendant made no further payments and stands in default of the Debt Agreement.
14. A statement of account is annexed hereto. As at the date of issuance of these proceedings, the Defendant is indebted to the Plaintiff in the principal sum of CI\$7,242.03, inclusive of interest.
15. The Plaintiff therefore claims Judgment in the principal sum of \$7,242.03.
16. Contractual interest is also claimed by the Plaintiff on the principle sum under the Debt Agreement, which continues to compound at the rate of 1% per month.
17. The Plaintiff further relies upon s.34 of the Judicature Law (2013 Revision) ("The Law") and Rules 4 and 5 of the Judgment Debts (Rates of Interest) Rules 1995 as varied by the Judgment Debts (Rates of Interest) Rules ("The Rules"), promulgated by the Rules Committee pursuant to the s.34 of the said Law, and claims interest pursuant to the Law and the Rules on the debt owing and costs as follows:
 - (i) Pre-judgment (simple) interest on the debt from 6 April 2018 to the date of trial at the prescribed rate of $2\frac{3}{8}\%$ per annum (CI\$0.47 per diem);
 - (ii) Post-judgment interest upon the principal amount of the judgment with effect from the date of service of the judgment at the prescribed rate of $2\frac{3}{8}\%$ per annum or such other rate then prevailing in accordance with s.34 of the Judicature Law and the Judgment Debts (Rates of Interest) Rules; and
 - (iii) Interest on all fixed or assessed costs and orders running from the date of service of the judgment, order or certificate of taxation respectively and at the prescribed rate of $2\frac{3}{8}\%$ per annum or such other rate prevailing in accordance with s.34 of the Judicature Law and the Judgment Debts (Rates of Interest) Rules 1995.

THE PLAINTIFF THEREFORE CLAIMS AGAINST THE DEFENDANT:

18. Judgment in the sum of CI\$7,242.03;
19. Contractual interest compounding at 1% per month pursuant to the Debt Agreement;

20. Interest in accordance with Section 34 of the Judicature Law (2007 Revision), as pleaded in Paragraph 18 above;
21. Costs to be assessed or alternatively fixed costs; and
22. Such further and applicable other relief as this Honourable Court deems necessary.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$7,242.03 further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Nelson & Company
Attorneys for the Plaintiff

Plaintiff's address for service:

31 The Strand, 46 Canal Point Drive, P Box 2075, Grand Cayman KY1-1105, Cayman Islands.

This Plaintiff was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2018

BETWEEN:

CAYMAN LEASING LTD

PLAINTIFF

AND:

OLIVIA EBANKS

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim?
(tick box)

YES

NO

4. If you 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 _____, 2018

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that she is not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

THIS AGREEMENT is dated August 31st, 2017 and is made BETWEEN:

- (1) Cayman Leasing Limited of P.O. Box 1968, Cayman Falls Plaza, BU12 1114 West Bay Road, Grand Cayman, KY1-1104
Email: support@caymanleasing.com Tel: 945 2211 ("Cayman Leasing") and
- (2) Olivia Ebanks of P.O. Box 265, 106 Lakeside Circle, Admirals Avenue, Grand Cayman, KY1-9001
Email: tetueleah@gmail.com Tel: 325-0884, ("the Client")

Together, ("The Parties")

WHEREAS:

- (1) The Client leased a Honda Accord Reg#168-904 VIN#CW1-1000557 ("the Vehicle") from Cayman Leasing pursuant to the terms of an agreement dated August 26, 2016, ("the Lease");
- (2) The Client defaulted on the payment terms of the Lease, and accordingly the Lease was terminated and the Vehicle was seized by Cayman Leasing;
- (3) The Client owes CI\$8021.90 pursuant to the terms of the Lease ("the Debt") and has represented to Cayman Leasing that she is presently unable to repay the Debt in a lump sum, and Cayman Leasing is relying upon that representation in good faith;
- (4) The Debt carries a monthly interest charge of 1% charged on the outstanding balance remaining on the final day of each calendar month;
- (5) The Client is entering into this agreement on her own behalf, and Cayman Leasing is entering into this Agreement for itself and is duly authorised in that behalf.

IT IS AGREED as follows:

1. The Payment Plan

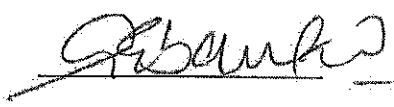
- 1.1 The Client will pay CI\$600.00 directly to Cayman Leasing on or before 4:00pm on the first day of each calendar month until the Debt is repaid in full. The first payment will be on or before 4:00pm on September 1st, 2017 ("The Payment Plan").
- 1.2 The Client may at any time make a lump sum payment against the Debt, but the minimum monthly payment will remain CI\$125.00 until the Debt is repaid in full. Payments will be made directly into Cayman Leasing's Bank of Butterfield account. The account number is #1361593420039.
- 1.3 Time is of the essence. The Parties acknowledge and agree that a late payment is a breach of the Agreement, which will allow Cayman Leasing to issue proceedings for recovery of the balance of the Debt without further notice to the Client.

2. Choice of Law

- 2.1 This Agreement shall be governed by and construed in accordance with Cayman Islands' law and the parties hereby submit to the jurisdiction of the Courts of the Cayman Islands. This Agreement may, however, be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date set out below.

EXECUTED by Olivia Ebanks
this 31st day of August, 2017

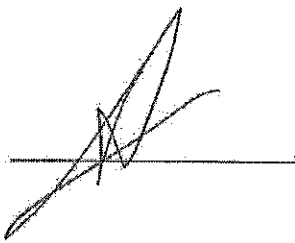
) 

before me: Mendel Kerr




WITNESS

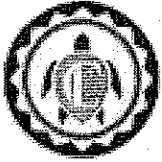
EXECUTED for and on behalf of
Cayman Leasing Ltd
this 31st day of August, 2017

) 

before me: Mendel Kerr



WITNESS



CAYMAN LEASING

Statement

Date

4/1/2018

70 Hospital Road, George Town
P. O. Box 1968
Grand Cayman KY1-1104
CAYMAN ISLANDS

945-2211

Olivia Ebanks #1270
106 Lakeside Circle, Admirals Ave
P.O. Box 265
Grand Cayman, KY1-9001
CAYMAN ISLANDS

Date	Description	Amount	Balance
07/31/2017	Balance forward		3,870.00
08/01/2017	INV #9605. --- Monthly Rate KYD 650.00 --- Monthly Insurance Plan KYD 84.00	734.00	4,604.00
08/15/2017	INV #9840. --- Late Payment Fee KYD 40.00	40.00	4,644.00
08/19/2017	INV #9845. --- Group Reimbursable --- Kirk Motors - Napa - 2011 Honda Accord Tourer, 1 @ KYD 98.3 = 98.30 --- H&B Esso - 2011 Honda Accord Tourer, 1 @ KYD 39.5 = 39.50 --- Car City - Rear Shocks (Inspection Fail), 1 @ KYD 390 = 390.00 --- CI Gov't - Reinstate vehicle, 1 @ KYD 80 = 80.00 --- The Auto Spa - Buff Polish Vehicle (Silver markings and stickers from police on the car to be removed), 1 @ KYD 194.95 = 194.95 --- Xpress Tinting - Remove Tint (Inspection Fail), 1 @ KYD 30 = 30.00 --- Car City - Service Vehicle, 1 @ KYD 394.4 = 394.40 --- Nelson and Co - Legal Fees, 1 @ KYD 1,605.75 = 1,605.75 --- Sparkles Mobile Car Wash, 1 @ KYD 25 = 25.00 --- Total Reimbursable Expenses KYD 2,857.90 --- Administration (\$65 per hour) KYD 520.00	3,377.90	8,021.90
08/31/2017	PMT	-600.00	7,421.90
08/31/2017	GENJRNL #3016. Release Security Deposit	-734.00	6,687.90
08/31/2017	INV #10062. --- Balance Interest Charge KYD 66.88	66.88	6,754.78
09/30/2017	INV #10376. --- Balance Interest Charge KYD 67.55	67.55	6,822.33
10/31/2017	INV #10655. --- Balance Interest Charge KYD 68.22	68.22	6,890.55
11/30/2017	INV #10962. --- Balance Interest Charge KYD 68.91	68.91	6,959.46
12/31/2017	INV #11244. --- Balance Interest Charge KYD 69.59	69.59	7,029.05
01/31/2018	INV #11508. --- Balance Interest Charge KYD 70.29	70.29	7,099.34
1-30 DAYS			
31-60 DAYS			
61-90 DAYS			
OVER 90 DAYS			
AMOUNT DUE			
71.70		141.28	0.00
		7,029.05	KYD 7,242.03

