

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 73 OF 2018

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

MORTELL RAY PARCHMENT

Defendant



PLAINT



To the Defendant

*Mortell Ray Parchment
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 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 defense** 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 defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued this 24 day of April 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

- 1 On March 7 2018 the Defendant borrowed \$300.00 from the Plaintiff (ProCollect Intl) and agreed to pay back the full amount plus 20% of the amount borrowed by March 9,2018 of a total of \$360.00
- 2 A contract was signed between the Plaintiff and the defendant fully explaining the terms and conditions including the late fees and legal action. to which the defendant stated that he fully understood(exhibit 1)
- 3 On March 12 the plaintiff called the defendant to enquire about the payment and the defendant stated that he would not get pay until the end of March so he would pay on the 29 March 2018.
- 4 The defendant was informed that late charges of \$100.00would go on as part of per contract.
- 5 On March 30 The plaintiff called the defendant about payment and the plaintiff stated he would not be able to pay until April 13 2018 as that is when he will get money.
- 6 The plaintiff asked the defendant to pay something towards the balance and the defendant stated not to worry he will pay the full amount by April 13 2018. The defendant was reminded that another 20% would be added to the balance as per contract.
- 7 On April 13 2018 the plaintiff called the defendant about payment and the defendant said he promised that by April 20 he would pay.
- 8 On April 20 2018 the plaintiff called the defendant again enquiring about the payment and the defendant stated "you out of luck I have nothing to give you" he then hanged up the phone
- 9 As of Tuesday April 24 2018 the Defendant has not contacted the Plaintiff and as such the Plaintiff claims \$828.00 including late fee and interest as per contract

AND the Plaintiff claims:

- (1) The sum of \$828.00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Total sum \$1,153.00



Plaintiff's Signature

ProCollect International
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC. ___ OF 20__

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND: *MONTELL RAY PARCHEMENT*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Montell Ray Parchment
George Town
Grand Cayman
Cayman Islands*

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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Montell Ray Parchment

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.

PROCOLLECT INTERNATIONAL.
P O Box 1145, Grand Cayman KY1-1110, CAYMAN ISLANDS
Telephone: 345-949-8415
EMAIL: pro_collect@yahoo.com

CASH ADVANCE AGREEMENT

Date: 3/07/18

CLIENT NAME Mortell Parchment

For value received I Mortell Parchment severally promise to pay PROCOLLECT **INTERNATIONAL** the sum of **CI\$300.00** plus 20% of said amount.

I agree to deposit \$360.00 to Cayman National Bank A/C 011-14712 on or before March 9, 2018

If I Fail Or Refuse To Pay The Full Amount On Said Date, Late Fee Will Be Charged Of \$100 FOR THE FIRST DAY LATE. If after 5 days late 20% Thereafter Interest Will Be Added To your outstanding balance. If More Than 10 days Late 50% Will Be Added To The Bill And We We Will Proceed With Legal Action

Client Signature _____



In case of any default as herein agreed, the above named severally promises to pay all fines imposed in accordance with ProCollect International, for failure to comply with this agreement together with all cost or expenses incurred in the collection of any sum due; also, if the holder hereof after default, shall place the above in the hands of an attorney-at-law for collections, to pay all costs incurred.

I Mortell Parchment agrees to the terms and conditions of this contract



Client Signature

Witness (staff only)