

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 101 OF 2018

BETWEEN: *PROCOLLECT INTERNATIONAL* Plaintiff

AND: *JOHN SHAW* Defendant



PLAINT



To the Defendant

*John Shaw
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 day *24th May* of 20*18*

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 22 2018 the Defendant borrowed \$1000.00 from the Plaintiff to go to Miami to repair his eyes and agreed to pay back the full amount plus 20% of the amount borrowed within 30 days of a total of \$1200.00
- 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 April 23 2018 the defendant came to the plaintiff and asked if he could wait until the end of the month to make the payment to which the plaintiff informed that according to the contract he would be charged late fees of \$100.00, the defendant and agreed that he would pay.
- 4 On May 1 2018 the plaintiff called the defendant concerning the payment and he asked for another extension until May 4 2018 he would pay, the defendant was informed that another 20% would be added to the outstanding bill as it had gone into another month to which the defendant agreed to pay a total sum of \$1560.00 including the late fee.
- 5 On May 7 2018 the plaintiff called the defendant about 20 times and the defendant would not answer, the plaintiff then searched for the defendant and at about 10:00pm found him at Mango Tree Bar having a drink, the plaintiff called the defendant over and spoke to him about the loan, The defendant asked the plaintiff to give him until May 10 2018 to pay off the full amount. The plaintiff then informed the defendant that if he was unable to pay the full amount he could pay \$100.00 or \$50.00 a week until the loan was paid off, the defendant said no he will pay it off in full.
- 6 On May 11 2018 no payment was made and the plaintiff called the defendant to which the defendant refused to answer, between May 11 2018 and May 14 2018 the defendant called the plaintiff about 30 times in which the phone rang but no answer, At about 9:00pm the plaintiff found out where the defendant was staying and went to his residence where he saw the defendant. The plaintiff asked the defendant again for payment to which the defendant asked the plaintiff to give him until May 17 2018 as he was getting the money from someone once again the plaintiff agreed.
- 7 On May 17 2018 the plaintiff called the defendant several times and again no answer the plaintiff then searched for the defendant and saw him at 10:00pm in Uncle Clem shop which is located on Mary Street. The plaintiff then called the defendant while looking at him and saw him take the phone out of his pocket looked at it while it was ringing and put it back in his pocket without answering. The plaintiff then approached the defendant in the shop where he asked about payment of the loan. The defendant then stated that he was going to Miami tomorrow morning and he gave someone instructions to pay tomorrow.
- 8 On May 18 2018 the plaintiff upon not receiving any payment called the defendant to which he answered that he was busy and could not talk as he was in Miami and he would call him on Monday 21 2018 upon his return and talk to him he then hang up the phone
- 9 On Monday May 21 2018 I received a text from Ms. Oleta Elliott stating that the defendant asked her to send a text stating that he would pay in another couple of weeks.
- 10 As such as of May 24, 2018 the defendant owes the plaintiff the principal amount of \$2,808.00 (as per contract)

AND the Plaintiff claims:

1. The sum of \$2808.00
2. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
3. Total cost \$3,133.00



Plaintiff's Signature

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

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: 22/03/18

CLIENT NAME John Shaw

For value received I April General severally promise to pay PROCOLLECT INTERNATIONAL the sum of CI\$1000.00 plus 20% of said amount.

I agree to deposit \$1000.00 to Cayman National Bank A/C 011-14712 on or before April 25, 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 John Shaw agrees to the terms and conditions of this contract



Client Signature



Witness (staff only)