

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 157 OF 2018

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:



ESTHER SCOTT



Defendant

PLAINT

To the Defendant

*ESTHER SCOTT
C/O FIDILITY BANK
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 **23** day of **July 2018**

See overleaf for particulars of the Plaintiff's claim

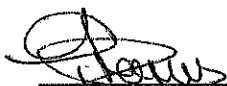
PARTICULARS OF CLAIM

(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 The Defendant borrowed \$500.00 from the Plaintiff on January 2 2018 and a contract was signed to the agreement of the loan of \$600.00 which was to be paid back by January 15, 2018. (exhibit 1)
- 2 The Defendant called the plaintiff on January 15 2018 stating that she would pay the loan off in February as her light was cut off and she used the money to pay. She was informed that 20% would be added to her outstanding balance and she agreed.(exhibit 2)
- 3 On February 16 the Plaintiff called the defendant concerning the payment of \$ 720.00 and the defendant stated that she was waiting on Royal bank to give her some funds and if they did not she was going to sell her phone and pay by Monday February 18 2018, later that day the defendant sent a whatsapp message stating that she swear on her mother and her children that she would pay by March 15 2018 ,she was informed that her balance would be \$864.00 her reply was "I will not be an hour late to pay you.
- 4 On March 14 2018 The defendant made a payment of \$500.00 and said she would pay the balance of \$364.00 plus the 20% \$72.80 to a total of \$436.80 which would be paid by April 15 2018
- 5 On April 18 2018 the defendant sent a whatsapp message to the plaintiff informing him that she just got pay and would deposit the money that coming Monday as she is waiting for her mortgage and loan payments to come out. On April 24 2018 there plaintiff texted the defendant asking about the payment and she replied that she is unable to make the payment but she is getting a loan from RBC and will pay me off including interest and I can contact her loan officer Keno to confirm, The defendant was informed that her balance would now be \$658.00 including late fees and interest and she agreed.
- 6 On Tuesday 15 May 2018 the plaintiff texted the defendant concerning payment and she stated that she was sorry but she had some drama with her grandmother and kids but she is writing Fidelity Bank to take money out of her savings and to give her a week to sort it out and she would pay. On Monday 21 May 2018 the defendant texted and said that she got thru with the money but by the time all the paper work is finish she won't be able to pay until June 15 she was again informed that late fee and interest would be added and she stated that she understood. She was informed that by June 15 2018 her balance would be \$909.60
- 7 On June 15 2018 the defendant paid \$200.00 leaving a balance of \$709.60 she stated if we could give her until the 15 July 2018 as she promised that she will pay it all off. The defendant was informed that every month she makes the same promises and this would be the last time, on July 15 2018 she would have to pay \$851.52 and she agreed.
- 8 On Saturday July 20 the plaintiff texted the defendant regarding the payment and she responded next week she would pay, as such she was reminded that we would have to proceed to court.
- 9 As of Monday 23 July 2018 the defendant owes the plaintiff \$1,427.28 including late fees and interest

AND the Plaintiff claims:

- (1) The sum of \$1,427.28
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$50.00 alternatively costs to be assessed.
- (3) Total sum \$1,677.28.



Plaintiff's Signature

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

Filed by ProCollect International P.O. Box 1145 KY1-1101 George Town Grand Cayman

CARIBBEAN UTILITIES COMPANY, LTD

*** CUSTOMER RECEIPT ***

Oper: ESSOBC

Type: BE Drawer: 1

Date: 1/17/18 01

Receipt no: 14537

Customer	Location Name	Amount
53407	289658 SMITH, ELIZABETH	
BE	BARCAM ESSO	

Remaining balance:	\$332.00
	\$824.20

Tender detail

CA	CI	\$332.00
Total tendered		\$332.00
Total payment		\$332.00

Trans date: 1/17/18 Time: 18:32:55



FIDELITY BANK (CAYMAN) LIMITED
A MEMBER OF THE FIDELITY GROUP OF COMPANIES

6.22.2018

Dear Sir/Madam:

STANDING ORDER : Internal Outbound

I ESTHER SCOTT hereby instruct Fidelity Bank (Cayman) Limited to debit

my account number 20122891 with the sum of \$ \$400.00 and transfer same to:

Institution Name: CNB 011-14712 Phone No: 949-4655

Beneficiary Name: PROCOLLECT INTERNATIONAL

P.O. Box: -

Account/Policy Number: 011-14712 Reference: OUTSTANDING PYMNT

Starting Date: JULY 15 2018 Termination Date: SEPT 2018

THE ABOVE INSTRUCTIONS ARE TO BE CARRIED OU Daily Weekly
Monthly Quarterly
Annually

IT IS UNDERSTOOD THAT THE FOLLOWING TERMS GOVERN THIS STANDING ORDER

1. That sufficient funds must be on deposit to cover the transfer on the date specified, and if not the Bank will not effect the transfer.
2. The Standing Order is subject to cancellation without notice by the Bank, should the undersigned fail to maintain sufficient funds in the designated account to meet two consecutive payments.
3. The Bank will levy a charge of \$5.00 Internal, \$10.00 External plus the applicable Cayman Islands Government Stamp Tax charge on each transfer. These charges are subject to change without notice.
4. DELAYS, ETC: The Bank shall not be liable for any delay, loss, damage or inconvenience, including but not limited to late fees and interest charges payable by the Customer to another person, caused by the malfunction or operational failure of the Service for any reason whatsoever. If a dispute arises with any one to whom funds were paid or transferred, the Customer shall settle the dispute directly with that person.

Yours Sincerely,
ESTHER SCOTT 6.22.2018
CUSTOMER'S SIGNATURE & DATE

Approved By

Please cancel the above Instructions effective immediately

Date (DD/MM/YYYY)

Signature of Customer

Date (DD/MM/YYYY)

Signature of Employee cancelling Standing Order

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: 1/2/18

CLIENT NAME: Esther Scott

For value received I, Esther Scott severally promise to pay PROCOLLECT INTERNATIONAL the sum of CI\$500.00 plus 20% of said amount.

I Esther Scott agree to deposit \$600.00 to Cayman National Bank A/C 011-14712 on or before January 15, 2018

If I Fail Or Refuse To Pay The Full Amount On Said Date, Late Fee Will Be Charged Of \$100 The First Week Thereafter Interest Will Be Added To 50%. If More Than Two Weeks Late We Will Proceed To Court

Client Signature *ESTHER SCOTT*

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.



Witness (staff only)

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.