

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 160 OF 2018

BETWEEN:

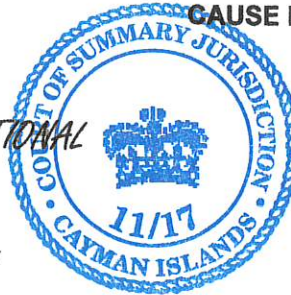
PRDCOLLECT INTERNATIONAL

Plaintiff

AND:

STEPHEN HURLSTON

Defendant



PLAINT

To the Defendant

*Stephen Hurlston
C/o Northward Prison
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 **July** 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 April 24, 2018 the Defendant borrowed \$1100.00 from the Plaintiff and agreed to pay back the full amount plus 20% of the amount borrowed by May 24,2018 of a total of \$1320.00
- 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 May 24 2018 The Defendant called the Plaintiff concerning the payment and stated that he was going to be late on paying as he had some issues to deal with and would be paying on June 4 2018.
- 4 The defendant was informed that he could extend the loan however because it was going into another month 20%would be added to the balance bringing the total to \$1,584.00 to which he agreed.
- 5 On June 11 2018 the plaintiff called the defendant only to discover that his phone was off, the plaintiff then called the immigration office where the defendant worked and was informed that he no longer works there. After some searching the plaintiff found out that the defendant was at Northward Prison.
- 6 The Plaintiff called the prison and spoke to the defendant who stated that he was sorry but not to worry he would pay as his mother and girlfriend call agreed to pay \$300.00 a month until it was paid off.
- 7 On June 29 the plaintiff called the prison to enquire from the defendant about the monthly payments and the defendant refused to accept his call .
- 8 As of Tuesday July 24 2018 the plaintiff claims \$2,376.00 as per contract.

AND the Plaintiff claims:

- (1) The sum of \$2,376..00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$50.00 alternatively costs to be assessed.
- (3) Total sum \$2,626.00



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: *STEPHEN HURLSTON*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Stephen Hurlston
C/O Northward Prison
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 Plaint is acknowledged accordingly.

Stephen Hurlston

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: 24/4/18

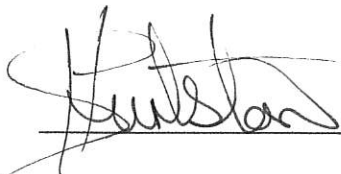
CLIENT NAME: Stephen Hurlston

For value received I, Stephen Hurlston severally promise to pay PROCOLLECT INTERNATIONAL the sum of CI\$1100.00 plus 20% of said amount.

I Stephen Hurlston agree to deposit \$1320.00 to Cayman National Bank A/C 011-14712 on or before May 24, 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

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.



Client Signature



Witness (staff only)