



PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

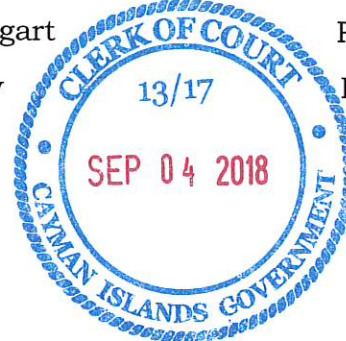
CAUSE NO. SC 188 OF 2018

BETWEEN: Stephen Scott McTaggart

PLAINTIFF

AND: Michael George Facey

DEFENDANT



TO: Michael George Facey

c/o Hurleys, Red Bay, Grand Cayman

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's Office, P.O.Box 495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest the action whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a Default judgment without further notice to you.

Issued this 31st day of August, 2018.

Filed by Stephen Scott McTaggart (926-5884)

PARTICULARS OF CLAIM

1. The plaintiff is a businessman who formerly owned and operated a bar and grill business entity known as Billy Bones Ltd T/A Billy Bones Bar & Grill 'the business').
2. The defendant is and was at all material times an employee of the plaintiff at the said business.
3. In or around September 2008, the plaintiff employed the defendant to work as a chef for the business.
4. That at the time of hire, the defendant was leaving his previous employment because he was not getting paid there.
5. That during the course of his employment with the plaintiff, the defendant obtained from the plaintiff various sums of money in the form of loans and/or advanced salaries.
6. That shortly after he commenced employment with the plaintiff, the defendant some time in 2014 sought and obtained a loan from the plaintiff in the sum CI\$3,000.00. The defendant states that the loan was only C\$2,000 and since the plaintiff did not properly document this transaction, he is willing to concede the loan amount to be CI\$2,000.00.
7. This loan was never repaid by the defendant to the plaintiff and the same remains due and owing as at the date of filing of this Plaintiff.
8. That in or around August 2014, the defendant sought a further loan from the plaintiff to pay his annual fees to the Immigration Department with respect to his Residency and Employment Rights Certificate (RERC)
9. The defendant had apparently obtained his RERC prior to his employment with the plaintiff on the basis that if he did not maintain the payment of his annual fees, the said RERC would be withdrawn.
10. The defendant was still in the employ of the plaintiff at the time of the request from the Immigration Authorities and despite still having the outstanding sums above owing to the plaintiff, the plaintiff trusted the defendant and was sure he would repay him all the monies he owed him.
11. Furthermore the defendant pleaded to the plaintiff to loan him the funds saying that he would lose his RERC and jeopardize his status on the island if the monies were not paid.

12. Accordingly, the plaintiff loaned him the sum of CI\$6,000.00 made up in two amounts in CNB cheque No. 7438 for CI\$1,000.00 and CNB cheque # 7414 for CI\$5,000.00 and dated August 7, 2014.
13. That a copy of a receipt from the Immigration Department dated August 7, 2014 in the amount of CI\$6,000.00 will be exhibited at the hearing of this matter as prof thereof.
14. The said receipt is issued in the name of Billy Bones Bar Ltd , the business then owned by the plaintiff.
15. That the two amounts of CI\$2,000 and CI\$6,000 have not been repaid by the defendant to the plaintiff despite demands made by the plaintiff.
16. As a result of the defendant's breach of contract, the plaintiff has suffered loss and damages and seek and is entitled to the relief sought below.

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT

- a) Damages in the sum of CI\$8,000.00
- b) Fixed costs of CI\$150.00 plus filing fees or costs to be assessed.
- c) Pre- and Post Judgment interest from July 1, 2014 to date of full payment at the prescribed rate of 2 3/8% per annum pursuant to the Judicature Law (2013 Revision) and the Judgment Debts(Rates of Interest)Rules, as amended from time to time
- d) Such further and/or other relief as the Honourable Court deems just.

DATED this 31st day of August, 2018



Stephen Scott McTaggart

Plaintiff

STATEMENT REGARDING INTEREST

1. Interest is claimed from the date of filing of the Plaintiff.
2. Rate of Interest is $2\frac{3}{8}\%$ per annum.
3. The amount of interest accrued from September 1, 2014 to the date of issue of the Plaintiff is CI\$92.39
4. The amount of interest accruing each day thereafter is CI\$0.52

ACKNOWLEDGMENT OF SERVICE

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CAUSE No. SC

OF 2018

BETWEEN: Stephen Scott McTaggart PLAINTIFF

AND: Michael George Facey DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the defendant's name and address(es)
2. State whether the defendant intends to contest the action yes no
3. If you do not intend to contest the action, do you need 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 particulars of your defence overleaf.

Service of the PLAINT is acknowledged accordingly.

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, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.