

No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

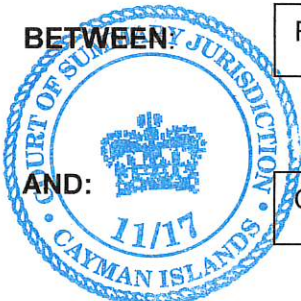
Cause No. SC 141 of 2019

BETWEEN:

Regional Credit Services Ltd

AND:

Onayda Tomlinson



Plaintiff

Defendant

To the Defendant

Fosters Food Fair IGA  
Strand Location  
(Old School Road, George Town) Residence.

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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, 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 defence** 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 26 day of June 20 19

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 secured of two loans, from the Plaintiff (1) of CI\$500.00 on the 14<sup>th</sup> December 2018 and (2) CI\$200.00 on the 28<sup>th</sup> December 2018, with a contract validity period of four and two weeks respectively. The payback value altogether was CI\$1120.00 on the 23<sup>rd</sup> January 2019. The Defendant was granted the loan at a reduced rate of 12% and an additional 2 weeks for ease of payment.
2. The Plaintiff's cause for action arises from the Defendants breach of contract which began on the 23<sup>rd</sup> January 2019.
3. The Defendants action of non-payment has caused the Plaintiff to lose actual earnings based on the projections of the unpaid credit.
4. The Plaintiff is hereby suing The Defendant for the sum of CI\$3250.00. This sum was arrived at though the simple calculations laid out below.

**Formula:** 1120 {compounded interest total}

X 12% {Final rate of percentage}

X 26 {duration in weeks}

= 3495 {basic sum owed}

+ 700.00 {principal amount}

= \$4,195.00 {Actual debt amount}

Reduced Balance: CI\$3250.00

**Deduct: CI\$945.00**

Amount being sued for: CI\$3250.00

AND the Plaintiff claims:

- 1 The sum of CI\$325.00
- 2 Interest in the sum of \$ 0.00, calculated at the prescribed rate from 8/10/19 to date.
- 3 Fixed costs of \$ 175.00, alternatively costs to be assessed.

  
\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

Simone Wynter-Green  
260 Crewe Road, Po 11746, Box KY1-1009 [Crighton Building]  
Cell: 345-328-5275 | Office: 345-623-6941 |  
Email: info@rcsslclayman.com

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

**Between:**

Regional Credit Services Ltd.

Plaintiff

**AND:**

Onayda Tomlinson

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Fosters Food Fair IGA  
Strand Location  
{School Road, George Town} Residence

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 not intend to contest the action in whole or in part, you must set out full particulars of your defence overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**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).

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Defendant's Signature

**REMINDER:** This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt. Otherwise, a default judgment may be entered against you.