

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ¹¹⁵ OF 2020

BETWEEN: LENFORD WILKS Plaintiff

AND:

THERESA LINWOOD Defendant



PLAINT

To the Defendant
#17 Dallas Lane, Oak Mill Street
George Town
Grand Cayman

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out in the next page.

Within 14 days after service of this Complaint 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 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 any further notice to you.


Issued this ^{Sept 21. 2020} day of ~~March 2020~~ ^{LW}

PARTICULARS OF CLAIM

1. On the 5th April 2018 the Plaintiff entered into a Personal Loan Agreement with the Defendant. The Plaintiff lent the Defendant CI\$1,500.00 and payment was made by cheque# 0345. The Defendant agreed to repay the Plaintiff the full amount in full on the 5th April 2019.
2. Shortly after the Personal Loan Agreement was entered into, the Defendant requested an increase of CI\$1,000.00 to the amount borrowed. The Plaintiff agreed and the additional payment was made by cheque #0346.
3. The Personal Loan Agreement was amended to reflect the new amount being owed as CI\$2,500.00 and all terms of the Personal Loan Agreement remained the same.
4. On 5th April 2019 the Defendant failed to uphold the agreement to repay the owed amount to the Plaintiff. To date the Plaintiff has been unsuccessful with retrieving the monies owed from the Defendant.

AND the Plaintiff claims:

- (1) The sum of CI\$2,500.00
- (2) Interest in the sum of CI\$55.36 calculated at the prescribed rate from 5th April 2019 to date.
- (3) Interest to continue at the per diem rate of \$0.16 until this matter is settled.
- (4) Fixed costs of CI\$175.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

PO Box 11430
Grand Cayman KY1-1008
Cayman Islands

Phone number: 916-5315
Email: lenford.wilks@gmail.com

Acknowledgment of Service

J THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2020

BETWEEN:

LENFORD WILKS

Plaintiff

AND:

THERESA LINWOOD

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

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 defence overleaf.

5

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)

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.