

PARTICULARS OF CLAIM

1. The Plaintiff is a resident of the Grand Cayman Island trading as A Helping Hand.
2. The Defendant was at all material times a resident of the Cayman Islands and a client of the Plaintiffs business A Helping Hand.
3. A Helping Hand is in the business of making small personal loans to residents of the Cayman Islands.
4. On or about the 19th of November 2020 the Defendant borrowed the sum of CI\$800.00 from the Plaintiff under the following terms and conditions:
 - (a) An interest rate of CI\$20.00 a month for every \$100.00 borrowed
 - (b) A late of \$45.00 per every third day that the loan remains outstanding
 - (c) Repayment of loan on or about the 17th day of December 2020
5. The Defendant failed to comply with the terms of the said loan agreement.
6. On or about the 22nd day of March 2021 the Defendant's balance owed to the Plaintiff stood at CI\$1,182.00.
7. On the said 22nd day of March 2021 the Defendant paid the sum of CI\$400.00 towards the said loan debt and agreed to pay the balance of CI\$782.00 at a rate of no less than CI\$200.00 per month.
8. The Defendant has failed to make the said payments.
9. In consequence of the Defendant's failure the Plaintiff has suffered loss and damage.

Particulars of Loss

i)	Outstanding Loan Debt as of 22 nd March 2021	CI\$ 782.00
ii)	Interest of CI\$20.00 per month for 2 months & continuing	CI\$ 280.00
iii)	Legal Fees at time of filing	<u>CI\$ 325.00</u>
		CI\$1,387.00

Statement Regarding Interest

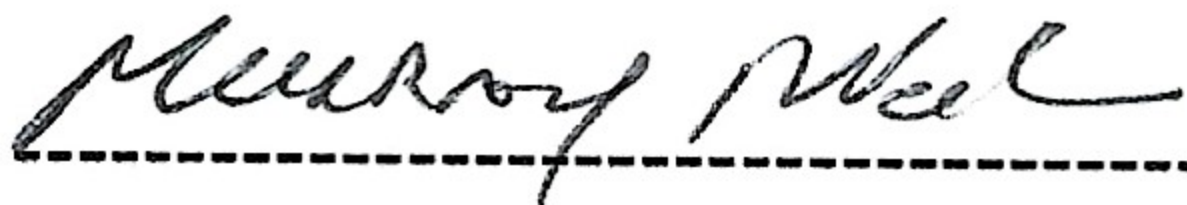
- (a) The prescribed rate of interest as per the contract between the parties is CI\$20.00 per month for every \$100.00 borrowed.
- (b) The accrued interest to date is CI\$80.00

Schedule of Interest Calculated

CI\$20.00 per month for every CI\$100. Borrowed	
CI\$782.00x7months	
CI\$20x7x2	CI\$280.00

AND THE PLAINTIFF CLAIMS:

- (a) The said principal sum of CI\$782.00
- (b) Accrued Interest of CI\$280.00
- (c) Accrued Legal Fees of CI\$325.00
- (d) Late Payment Fees of CI\$45.00 per every third day after which the debt remains outstanding past the date for payment in full, to wit, 22 July 2021
- (e) Continuing Interest of CI\$20.00 per month for each \$100.00 borrowed
- (f) Continuing Legal Fees and Costs



Murray & Westerborg.
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service:

Murray & Westerborg 2 nd Floor (South West Wing) Cayman Shipping Centre Building 10 Shipping Lane George Town P.O. Box 10067 Grand Cayman KY1-1001 Cayman Islands

Acknowledgment of service of Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also complete and serve the Particulars of Defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person) within 14 days of the time for acknowledging receipt of the Plaintiff, unless in the meantime a Summons for Judgment is served on the Defendant. The Plaintiff is at liberty to apply for Default Judgment against the Defendant if the Particulars of Defence are not filed and served within 14 days of the time for acknowledging receipt of the Plaintiff.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states in answer to Question 3 in the Acknowledgment of Service, that he intends to seek time to pay the claim or that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution or seeking time to pay, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

(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).

PARTICULARS OF DEFENCE

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.