



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 134 OF 2021

BETWEEN: FWC LOANS LTD

PLAINTIFF

AND: HEITH MCLAUGHLIN

DEFENDANT

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PLAINT

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To the Defendant at:

P.O.BOX 910  
GRAND CAYMAN KY1-1103

**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 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, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this 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 4 October 2021.

**See overleaf for particulars of the Plaintiff's claim.**

## PARTICULARS OF CLAIM

1. Pursuant to a credit agreement dated Thursday, 07 February 2019 the Plaintiff agreed to supply the Defendant with a credit facility and the Defendant agreed to make minimum balance repayments per month. It was a term of the credit agreement that the Defendant would be liable for fees associated with the debt collection or legal proceedings.
2. The Defendant fell into arrears and as at the date of this Plaintiff has an outstanding balance provided for in the Claim set out below which includes the Defendant's fees ("**Amount Due**"). Full particulars of the credit supplied to the Defendant are known to the Defendant.
3. A copy of each of the Credit Agreement and Statement of Account are hereby attached.
4. The Plaintiff have formally demanded payment on numerous occasions.
5. Despite demand, the Defendant has failed, refused and/or neglected to pay the Amount Due to the Plaintiff.

### **THE PLAINTIFF THEREFORE CLAIMS:**

1. The principal sum of \$1,599.96;
2. Interest on the amount found to be due to the Plaintiff pursuant to credit agreement:
  - a. From Thursday, 07 February 2019 to the date of filing of this Plaintiff and Particulars of Claim, being a total of \$1,212.00 or alternatively interest at such rate and for such period as the Court thinks fit;
3. Interest to continue until this matter is settled.
4. Fixed costs of \$250.00, or alternatively costs to be assessed;
5. Court costs of \$25.00; and
6. Such further and/or other relief as this honorable Court deems appropriate.

If within the time for returning the Acknowledgement of Services, the Defendant pays to the Plaintiff the total amount claimed which is \$1,599.96 plus interest and costs further proceedings will be stayed.

Dated the 4 October 2021.



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**Plaintiff**

**TO:**

The Clerk of the Court

**AND TO:**

The Defendant

P.O.BOX 910

GRAND CAYMAN KY1-1103

This Plaint was issued by the Plaintiff herein, whose address for service is FWC LOANS LTD 30 DR.  
ROYS DRIVE GRAND CAYMAN, CAYMAN ISLANDS THE VILLAGE SHOP #4 946-5662/325-8561.

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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 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**

(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 send to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

**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 495, George Town, Grand Cayman KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Plaint (i.e. the words "Particulars of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Plaint, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaint, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

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 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, 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 installments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

**Notes for Guidance**

1. Each Defendant (if there is 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 plaint 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 Plaint)".
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 authorized 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.