

IN THE SUMMARY COURT AT GEORGE TOWN

147
CAUSE NO S.C. OF 2021

BETWEEN: J&S INVESTMENT LTD T/A J&S SMALL LOANS PLAINTIFF

AND: NEICO ANDREW BARNES DEFENDANT

PLAINT



TO THE DEFENDANT:

Neico Andrew Barnes
C/o Bonaventure Boys' Home
P.O. Box 30718
103 A&B Bonaventure Road
Northwest Point Road
West Bay
Grand Cayman KY1-1203

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 the service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G.T, George Town, Grand Cayman, the accompanying Acknowledgment of Service 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 Acknowledgment of Service form.

If you fail to satisfy the claim or 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 27th day of October 2021.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a Cayman Islands registered company whose principal office is situated at 110 Dykewood Drive George Town P.O. Box 2094 Grand Cayman KY1-1105 Cayman Islands carrying on business as a short-term loan direct lender.
2. The Defendant is a resident of George Town, Grand Cayman, Cayman Islands.
3. In December 2020, the Plaintiff agreed to provide a loan in the sum of one thousand Cayman Islands Dollars (CI\$1,000.00) to the Defendant. The Defendant agreed to accept the loan and the particulars, terms, and conditions detailed in a loan agreement executed by the parties on 3 December 2020 (the "Loan Agreement").
4. Pursuant to the express terms of the loan agreement, the Defendant agreed as follows:
 - i. to repay the Plaintiff the loan in full within two (2) months from the date of execution
 - ii. pay interest at a rate of 7% weekly on the diminishing balance.
 - iii. pay any interest or other sum payable immediately on demand in the event the principal and interest are not paid within two (2) months from the date of execution.
5. In breach of the Loan Agreement, the Defendant failed and neglected to repay the Plaintiff the loan, which became due and payable on 3 February 2020.
6. By way of a letter dated 27 August 2021, the Plaintiff demanded payment of the principal, plus interests and legal fees.
7. To date, the Defendant has failed and neglected to pay the amount due and owing to the Plaintiff in breach of the Loan Agreement.
8. The Plaintiff, therefore, demands immediate payment of the loan for CI\$1,000.00.
9. The Plaintiffs also claim interest for CI\$840.00 for the period commencing 4 February 2020 through 30 September 2021.

AND THE PLAINTIFF CLAIMS:

- (a) The principal sum of CI\$1,000.00.
- (b) Interest at the rate of 7% per week pursuant to the Loan Agreement for the period commencing 4 February 2020 through 30 September 2021, totaling CI\$840.00 accruing at a rate of CI\$70.00 weekly until payment.

(c) Fixed costs of CI\$175.00.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

J&S INVESTMENT LTD T/A J&S
SMALL LOANS

324 49 42

Plaintiff's address for service

110 Dykewood Drive
P.O. Box 22
Bodden Town
Grand Cayman KY1-1601
Cayman Islands

BETWEEN: J&S INVESTMENT LTD T/A J&S SMALL LOANS PLAINTIFF

AND: NEICO ANDREW BARNES DEFENDANT

ACKNOWLEDGMENT OF SERVICE

State the Defendant's name and address –

State whether the Defendant intends to contest the action

Yes No

If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's signature

Dated this day of February 2021.

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).

COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER -- This form must be taken or sent to the Courts Office, P.O. Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.