



No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 113 of 2017

BETWEEN:

James David Macdonald

Plaintiff

AND:

Macario Tinio Gallo Jr.

Defendant



To the Defendant

Macario Tinio Gallo Jr., c/o Tony's Toys,  
91 Sherwood Drive, Grand Cayman  
in the amount of CI\$5,302.43

THIS PLAINT has been issued against your 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    day of        20

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)

Macarion Gallo was a tenant in my property from 1st July 2012 until July 2013, paying a monthly rent of CI\$325.00. He moved out on July 2013, at which time his rental account stood at CI\$2,095.00. During these last days, and aware that he was leaving the premises, on 31st May 2013 we made a made a Promissory note outlining the details whereby he would pay off the amounts owed and agreed to the interest charges that would be applied to the outstanding balance(s). Mr. Gallo has been contacted on multiple occasions for payment and he has made NO payments at all and has indicated he has no intentions of clearing this account.

AND the Plaintiff claims:

- 1 The sum of CI\$1,970.00
- 2 Interest in the sum of \$ CI\$3,332.43 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ \_\_\_\_\_, alternatively costs to be assessed.

  
Plaintiff's Signature

Plaintiff's address for service

P. O. Box 307 GT  
199 Eastern Avenue, KY1-1104



J. David Macdonald  
(345) 916 – 7701

signtist@candw.ky

199 Eastern Avenue  
P.O. Box 307 KY1- 1104  
Grand Cayman, B.W.I

June 1, 2015

Mr. Macario Tinio Gallo Jr.  
c/o Tony's Toys and Car Boutique  
P.O. Box 2118 GT  
Unit #1 Sherwood Centre,  
Sherwood Drive (Industrial Park)  
Georgetown, Grand Cayman  
Cayman Islands, British West Indies

Dear Sir,

Promissory Note – May 31, 2013

This letter is to remind you that no payments have been made on this Loan and to inform you to contact Mr. Macdonald at your earliest opportunity to discuss the repayment of this note. A photocopy of this note is attached plus a statement of the amounts owed as of May 31<sup>st</sup>, 2015, totaling CI\$3,231.99

Failure to do so within the next 10 working days will result in my pursuing legal action for this repayment in full with no further notice made to you..

Yours faithfully,

J. David Macdonald  
Managing Director

Promissory Note – May 31, 2013

**Promise to Pay.** For value received, Macario Gallo Jr. (Borrower) promises to pay James David Macdonald (Lender) CI\$1,970.00 and interest at the yearly rate of 24% on the unpaid balance as specified below.

**Terms of Repayment:** This loan shall be repaid as quickly as possible, by payments of \$200 per week to begin on 31<sup>st</sup> May 2013 and continuing until the principal balance of this Note and any accrued interest have been repaid in full.

All payments shall be first applied to interest and the balance to principal.


The entire unpaid principal and accrued interest thereon, if any, shall become immediately due and payable 1 month before the expiration of the borrower's Gainful Occupational License.

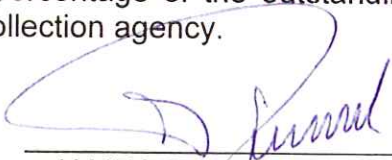
**Place of Payment** - all payments due under this note shall be made at the office of James David Macdonald at 199 Eastern Avenue, George Town.


**Borrower's Address** - The Borrower shall provide to provide prompt written notice to the Lender of any change of address.

**Prepayment** - This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

**Default** - In the event of default, the borrower[s] agree to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

  
\_\_\_\_\_  
Macario Gallo Jr. - Borrower

  
\_\_\_\_\_  
JAMES DAVID MACDONALD - Lender

Witnessed:  \_\_\_\_\_ Date: 31-5-13

IBAYO

# Statement

Date
6/5/2013

To:
Macario Gallo Jr.

		Amount Due	Amount Enc.		
		\$1,970.00			
Date	Transaction	Amount	Balance		
01/30/2012	Balance forward		0.00		
02/09/2012	INV #5216. Due 02/09/2012. Deposit & February 2012	480.00	480.00		
02/29/2012	INV #5245. Due 02/29/2012. March 2012	300.00	780.00		
02/29/2012	PMT Paid on Account	-90.00	690.00		
03/10/2012	PMT Paid on Account	-90.00	600.00		
03/30/2012	PMT Paid on Account	-300.00	300.00		
03/31/2012	INV #5253. Due 03/31/2012. April 2012	300.00	600.00		
04/08/2012	PMT Paid on Account	-300.00	300.00		
04/27/2012	PMT Paid on Account	-300.00	0.00		
04/30/2012	INV #5286. Due 04/30/2012. May 2012	300.00	300.00		
05/31/2012	INV #5319. Due 05/31/2012. June 2012	300.00	600.00		
06/08/2012	PMT Paid on Account	-300.00	300.00		
06/29/2012	PMT Paid on Account	-300.00	0.00		
06/30/2012	INV #5355. Due 06/30/2012. July 2012	300.00	300.00		
07/31/2012	INV #5392. Due 07/31/2012. August 2012	325.00	625.00		
08/04/2012	PMT Paid on Account	-300.00	325.00		
09/01/2012	INV #5430. Due 09/01/2012. September 2012	325.00	650.00		
09/04/2012	PMT Paid on Account	-350.00	300.00		
09/30/2012	INV #5469. Due 09/30/2012. October 2012	325.00	625.00		
10/06/2012	PMT Paid on Account	-355.00	270.00		
10/31/2012	INV #5502. Due 10/31/2012. November 2012	325.00	595.00		
11/02/2012	PMT Paid on Account	-325.00	270.00		
11/30/2012	INV #5560. Due 11/30/2012. November 2012	325.00	595.00		
01/01/2013	INV #5596. Due 01/01/2013. January 2013	325.00	920.00		
01/02/2013	PMT Paid on Account	-250.00	670.00		
01/31/2013	INV #5627. Due 01/31/2013. February 2013	325.00	995.00		
03/01/2013	INV #5657. Due 03/01/2013. March 2013	325.00	1,320.00		
03/31/2013	INV #5686. Due 03/31/2013. April 2013	325.00	1,645.00		
04/30/2013	INV #5715. Due 04/30/2013. May 2013	325.00	1,970.00		
05/31/2013	INV #5717. Due 05/31/2013. June 2013	325.00	2,295.00		
06/04/2013	PMT Paid on Account	-325.00	1,970.00		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	325.00	325.00	325.00	995.00	\$1,970.00

## RENTAL/TENANCY AGREEMENT

- #1 the date of this agreement is July 1, 2012
- #2 this agreement is between J. David Macdonald (Landlord) of 199 Eastern Avenue George Town Grand Cayman, and Macario Gallo Jr. (Tenant)
- #3 the Landlord's address for service is 199 Eastern Avenue George Town Grand Cayman. The Tenant's address for service is 199 Eastern Avenue George Town Grand Cayman
- #4 the premises are located at 199 Eastern Avenue George Town Grand Cayman. The Tenant agrees that the rental is Month to Month with the tenancy beginning April 1, 2013.
- #5 **RENT:** - for Room # B-07
- a) Monthly rent CI\$325.00 and is due on the **FIRST** day of each calendar month.
  - b) Included in the rent are the electrical, water and TV utility charges.
  - c) For connection with the Internet (Cable or wireless) and additional monthly fee of CI\$25.00 will apply.
  - d) The Tenant has received a copy of the "**RULES OF CONDUCT**" and agrees to **BE BOUND BY** the terms included within that document and is included as part of this agreement.
  - e) The Tenant has received a copy of the "**Ibayo Acceptance Letter**" and agrees to be bound by the terms included within that document and is included as part of this agreement.
- #6 the Tenant(s) will pay a security deposit of CI\$300.00 each. It is further understood that:
- a) The security deposit may **NOT** be considered as a credit towards the rent.
  - b) The security deposit will be returned to you once the premises have been vacated, left clean and the keys returned to the Landlord.
  - c) If there is any damage to or loss of the property to which you have been held responsible during your stay with us, the cost of replacement will be deducted from this deposit.
  - d) The keys given to the tenant must **NEVER** be copied, for security reasons.
  - e) If, for **ANY** reason, the tenant loses their keys there will be an additional charge of CI\$100.00 towards the new lock(s) and replacement keys.
- #7 **END OF TENANCY:**
- a) The Tenant must give the Landlord **ONE MONTHS NOTICE** of departure.
  - b) The keys to the premises must be returned to the Landlord **BEFORE** the tenancy may be considered terminated.
  - c) Any outstanding rental fees may be charged against the security deposit

  
\_\_\_\_\_  
Macario Gallo Jr.

  
\_\_\_\_\_  
J. David Macdonald

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

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

Between:

James David Macdonald

Plaintiff

AND:

Macario Tinio Gallo Jr.

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Macario Tinio Gallo Jr., c/o Tony's Toys,  
91 Sherwood Drive, Grand Cayman  
in the amount of CI\$5,302.43

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.

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

ℓ

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.