



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2022

BETWEEN:

DEX LTD

PLAINTIFF

AND:

NADINE MCLEAN

FIRST DEFENDANT

AND:

ANGELA MCLEAN

SECOND DEFENDANT

PLAINT

TO: Nadine & Angela McLean
 PO Box 2448
 Grand Cayman KY1-1105

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 **Plaint** 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 3rd day of February 2022

See overleaf for particulars of the Plaintiff's claim

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 4th Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: LC/2523)

PARTICULARS OF CLAIM

1. The Plaintiff is a finance company, with their registered office being at Genesis Trust & Corporate Services Ltd, 2nd Floor, Elgin Court, Elgin Avenue, P.O. Box 448, Grand Cayman, KY1-1106.
2. On or about 11 October 2013 the Plaintiff offered to lend to the First Defendant the sum of CI\$7,000.00 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by a loan agreement in writing dated 11 October 2013 ("**the Agreement**") setting out the full terms of the loan agreement.
4. The following were express terms of the Agreement:
 - 4.1 The Plaintiff would lend the First Defendant the sum of CI\$7,000.00.
 - 4.2 Default interest is payable at the rate of 21% per annum from the repayment date until payment.
 - 4.3 The Plaintiff is entitled to defer or waive any or all payment of interest on the loans.
 - 4.4 In the event of default by the defendant in paying any sum due the entire loan becomes due and payable.
 - 4.5 The First Defendant shall pay to the Plaintiff all costs, fees and expenses including legal fees in connection with preserving or enforcing or attempting to preserve or enforce any of the Plaintiff's rights under the Agreement.
5. In consideration of the Plaintiff entering into the Agreement, the Second Defendant guaranteed payment of all sums now or subsequently payable by the First Defendant to the Plaintiff under the Agreement by signing the Guarantee Agreement dated 10 October 2013 ("**the Guarantee**").
6. Pursuant to the Agreement, the Plaintiff duly lent the First Defendant the sum of CI\$7,000.00.
7. In breach of the Agreement the First Defendant failed to make repayment of the said loan in accordance with the terms of the Agreement.
8. Despite demands made by the Plaintiff, the First and Second Defendants have failed to pay the amount due on the loan and as at 3 February 2022 the sum of CI\$4,113.98 is due and owing to the Plaintiff arrived at as follows:

Principal Outstanding	CI\$1,406.78
Unpaid Interest to 3 February 2022	CI\$2,707.20
Total Outstanding	CI\$4,113.98

Interest continues to accrue on the principal sum at the rate of 21% per annum or CI\$0.81 per day.

STATEMENT REGARDING INTEREST

- a. The Plaintiff seeks pre and post judgment interest at the rate of 21% per annum in accordance with contract terms and the provisions of the Judicature Law.
- b. Interest is calculated in accordance with clause 4.1 of the Agreement at the rate of 21% per annum on the principal sum due and owing.
- c. The current interest rate is 21%.
- d. The amount of interest owing at date of issue of the Plaintiff is CI\$2,707.20.
- e. The amount of interest accruing each day following the issue of the Plaintiff is CI\$0.81.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$4,113.98 as monies due and owing;
- (ii) Pre and post judgment interest from the date of issue of Plaintiff and interest accruing thereafter at CI\$0.81 daily until payment.
- (iii) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.



KSG
Attorneys for Plaintiff

Endorsement

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of **CI\$4,113.98** and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service

4th Floor Harbour Centre
42 North Church Street
PO Box 2255
George Town, KY1-1107

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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.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2022

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.