

PARTICULARS OF CLAIM

1. The Plaintiff is the aunt of the Defendant.
2. The Defendant was at all material times a practicing attorney-at-law in the Cayman Islands.
3. On or around June 12, 2017, by oral agreement, the Plaintiff loaned the Defendant CI\$8,000 (eight thousand Cayman Islands dollars).
4. The Defendant agreed to repay the said sum by monthly installments.
5. The Defendant told the Plaintiff that she was having financial difficulties and needed the money to pay her bills.
6. On 12th June, 2017, the Plaintiff purchased a bank draft no. 600794509 in the amount of CI\$8,000.00 from Cayman National Bank made payable to the Defendant, and the Defendant accepted the said bank draft.
7. On 12th June, 2017, the Defendant deposited the aforementioned bank draft into her account no. 10463288 at CIBC First Caribbean International Bank (Cayman Islands).
8. On 19th July, 2017, honoring the agreement, the Defendant made the first payment of CI\$1,000 to the Plaintiff. The Defendant used her then company (Goldfield Cayman Attorney Ltd.) check no. 0326 to pay the Plaintiff.
9. On 14th August 2017, once again, using her company check, the Defendant made another payment to the plaintiff in the amount of CI\$1,500.
10. On 5th August, 2017, the Defendant with her company check, made a further payment of CI\$1,000 to the Plaintiff.
11. The Defendant is in breach of the said agreement in that she has failed and/or refused to make any further payments. The total amount outstanding is CI\$4,500.

12. Despite efforts to collect the said outstanding amount, the Defendant continues to be in arrears.
13. On 20th November, 2017, the Plaintiff sent WhatsApp text message to the Defendant reminding her to pay the outstanding balance.
14. On 23rd November, 2017, the Defendant responded to the Plaintiff's aforementioned WhatsApp text message stating that she would pay the outstanding sum and that she (the Defendant) was not a crook.
15. On 13th December, 2017, the Plaintiff sent another follow up WhatsApp text message to the Defendant demanding payment of the CI\$4,500.
16. On 13th December, 2017, the Defendant responded to the Plaintiff by WhatsApp text message and apologized for the delay and said that she was not working but would make a proposal as soon as she found work.
17. The Plaintiff rejected the Defendant's apology and demanded re-payment of the balance.
18. On 20th June, 2018, the Defendant sent another WhatsApp text message from her UK telephone number 011447438340 informing the Defendant that she was in Scotland and had not forgotten about the money she owed her. The text message went on to say that she would repay the Plaintiff all the money with interest.
19. On 22nd June 2018 the Plaintiff sent another WhatsApp text message to the Defendant demanding repayment of the outstanding sum. The same day, the Defendant responded and promised the Plaintiff that she would pay the balance owing when she secured work.
20. The Defendant returned from the United Kingdom for quite some time now and has been working as an attorney.
21. Communication between the parties have been broken down and the Defendant has not contacted the Plaintiff nor has she repaid or made any efforts to repay the outstanding amount of CI\$4,500.00. The said amount with interest remains due and owing.

22. The Plaintiff claims interest pursuant to the Summary Court Rules.

AND the Plaintiff claims:

1. The sum of CI\$4,500.00
2. Interest
3. Fixed costs of \$2,000.00, alternatively costs to be assessed.

Dated this 16th day of April, 2022

Facey-Clarke & Assoc Ltd

Facey-Clarke & Associates Ltd.
Attorneys-at-Law for the Plaintiff

Indorsement

If you the within Defendant pays the full amount of CI\$4,500.00 to the Plaintiff's attorney within 14 days of the service of this Plaint, further proceedings will be stayed.

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This Plaint and Particulars of Claim was issued by Facey-Clarke & Associates Ltd., Attorneys-at-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, George Town, Grand Cayman. For service or delivery of documents please call (345) 917-6351 or email mclarke@candw.ky

IN THE SUMMARY COURT AT GEORGE TOWN

CASE NO. SC _____ of 2022

BETWEEN:	AMANDA RANKINE	Plaintiff
AND:	MARTHA SELICEA RANKINE	Defendant

ACKNOWLEDGMENT OF SERVICE

1. Defendant's name and address –

MARTHA SELICEA RANKINE
 ACCRA Business Center
 2nd Floor Genesis Building, 13 Genesis Close, George Town
 P.O. Box 1191, Grand Cayman KY1-1503 Cayman Islands

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 Plaint 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 send 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.