

## Sample Attornex Template - Plaintiff Claim For Unpaid Loan

### “Schedule A”

1. The plaintiff << Matter.CustomField.PlaintiffName >> is a resident of the City of << Matter.CustomField.PlaintiffCity >>, in the Province of << Matter.CustomField.PlaintiffProvinceOrState >>.
2. The defendant << Matter.CustomField.DefendantName >> is a resident of the City of << Matter.CustomField.DefendantCity >>, in the Province of << Matter.CustomField.DefendantProvinceOrState >>
3. That in or about << Date >> the defendant approached the plaintiff and requested a short term loan.
4. The plaintiff states that the defendant represented both expressly and/or by implication that the defendant was capable of repaying the proposed loan in its entirety inclusive of agreed interest within the time frames contemplated.
5. The plaintiff states that based solely on the representations of the defendant agreed to the requested loan.
6. That after various discussions and negotiations as to the terms of the loan between the parties the plaintiff agreed to loan the defendants the principle sum of << Matter.CustomField.AmountOwed >>
7. As evidenced by a copy of the Promissory Note attached hereto at TAB 1 the terms of the agreement between the parties are but are not limited to;
  - a) the plaintiff would lend to the defendants the sum of << Matter.CustomField.AmountOwed >>.
  - b) the term of the loan between the parties would be <<Matter.CustomField.NumberofMonthsToRepay >> months with the maturity date for the subject loan being << Matter.CustomField.MaturityDateofLoan >>
  - c) the term of the loan could be extended by mutual agreement between the parties in writing
  - c) upon the expiry of the term of the loan the defendants would repay the sum of << Matter.CustomField.AmountOwed >>.
  - d) that all amendments to the subject agreement would be in writing.
  - e) that upon default the defendants agree to repay all costs, charges, legal fees, expenses and disbursements associated with the collection of the envisioned debt.

- f) that no breach of any provision and/or term of the agreement between the parties shall be deemed as waived unless waived in writing and no waiver or failure of the Lender to take action on a default of the borrower shall be deemed a waiver or prejudice the Lender's rights, powers or remedies.
8. The plaintiff states that the defendants their agents and employees failed to make the agreed payment of the outstanding balance of principle and interest in the agreed amounts upon expiry of the extended term of the agreement between the parties.
  9. The plaintiff states that there was correspondence and numerous discussions between the parties upon the defendants default of their loan obligations all of which provided explanations, excuses and further assurances of payment of the monies properly due and owing.
  10. The plaintiff states that the defendants breached their agreement by misrepresenting their ability to repay the subject loan proceeds and the agreed monthly interest.
  11. The plaintiff states that the defendants breached their agreement by misrepresenting the existence of the delayed funds which formed the basis for the loan request and/or upon payment of the alleged funds used the said funds for other unrelated and undisclosed purposes at the expense of the plaintiff.
  12. The plaintiff states that at not time during discussions with the defendants their agents and/or employees did the plaintiff further extend or delay, expressly or by implication the maturity date of the loan agreement between the parties.
  13. The plaintiff states that as per the agreement between the parties no delay or inaction of the enforcement of its rights and remedies under the agreement between the parties was intended as or constituted a waiver of the plaintiff's rights to enforcement of the subject agreement.
  14. The plaintiff states that if any discussion between the parties and/or failure on the part of the plaintiff to enforce its rights and remedies pursuant to the agreement is considered an extension of the maturity term for the loan agreement between the parties, which is denied, the ongoing failure of the defendants to pay any monies to the credit of the loan agreement or to provide specific assurances of payment or surrender the secured vehicle constitute an anticipatory breach of the agreement between the parties.
  15. The plaintiff states that the defendants' breach of the contract has caused him damage and loss being the sum of << Matter.CustomField.AmountOwed >> being the principle amount loaned to the defendants plus the sum of << Matter.CustomField.TotalInterest >> being the agreed interest payable from to the date of the claim herein.
  16. The plaintiff further claims the sum of << Matter.CustomField.GeneralDamages >> or such sum as this Honourable Court may deem just as punitive damages given the defendants' arrogant and highhanded conduct in this matter and their knowledge at all materials times as to their lack of intention to repay the subject loan.
  17. The plaintiff further claims all costs of the action herein on a full indemnity basis pursuant to the terms of the agreement between the parties.