

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CLERK OF COURT  
CAUSE NO. JAN 5 2016 0004 OF 2016

BETWEEN:

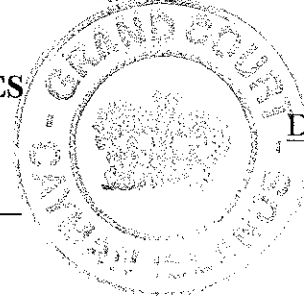
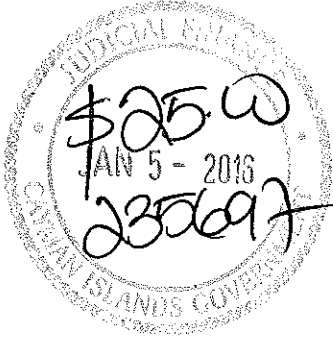
FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

-AND-

MATHEW WAYNE MYLES

Defendant



PLAINT

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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman KY1-1106, Cayman Islands the accompanying Acknowledgement of Service 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 Acknowledgment of Service form.

**If you fail** to satisfy the claim or 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 5<sup>th</sup> January 2016

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

**See overleaf for particulars of the Plaintiff's claim**

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## STATEMENT OF CLAIM

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1. The Plaintiff is a limited liability company registered in the Cayman Islands carrying on business as a financial institution.
2. The Defendant is a resident of the Cayman Islands.
3. On or about 20 February 2012 the Defendant made a promissory note in favour of the Plaintiff dated 20 February 2012 (the "Promissory Note").
4. The terms of the Promissory Note are that the principle amount of CI\$10,000.00 plus interest at the rate of 19% per annum are payable by the Defendant to the Plaintiff on demand.
5. On or about 14 December 2015 the Defendant owed the Plaintiff CI\$12,743.27 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$8,263.96 and interest of CI\$4,479.31.
6. The Plaintiff made demand for payment of the Debt by letter dated 14 December 2015 sent from the Plaintiff's attorneys to the Defendant.
7. The Defendant breached the Promissory Note by failing or refusing to pay the Debt.
8. In the circumstances the Plaintiff's claim is for principal of CI\$8,263.96; interest to date of demand of CI\$4,479.31; interest on principal at the rate of 19% per annum continuing until all sums outstanding under the Promissory Note are paid in full; and costs.

### **AND THE PLAINTIFF CLAIMS:**

- A. The Debt of CI\$12,743.27;
- B. Pre-judgment interest at the contractual rate of 19% per annum from 14 December 2015 until the date of Judgment;
- C. Post-judgment interest at the contractual rate of 19% per annum from date of Judgment until payment is paid in full;

D. Costs;

E. Such other relief as this Honourable Court sees fit.

Dated this 5<sup>th</sup> day of January 2016

Broadhurst LLC

BROADHURST LLC

This Plaintiff is filed by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is P.O. Box 2503, Grand Cayman KY1-1104, Cayman Islands or 40 Linwood Street, George Town, Cayman Islands.

## INDORSEMENTS

### LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is CI\$12,743.27 and is made up as follows:

Principal:	CI\$8,263.96
Interest:	CI\$4,479.31 from 20 February 2012 to 14 December 2015.

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law CI\$12,743.27 plus fixed costs of \$200, the filing fee of \$25 and interest of CI\$4.30 per day from 14 December 2015 until the date of payment, further proceedings will be stayed.

### INTEREST

Simple interest is claimed at the contractual rate of 19% per annum pursuant to the Promissory Note signed by the Defendant and dated 20 February 2012.

Interest began to accrue under the Promissory Note on 21 February 2012. As at the date of demand, being 14 December 2015, the total interest claimed is CI\$4,479.31. Interest is continuing to accrue from the date of Demand until the Debt is paid in full at 19% per annum, being \$4.30 per day.

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CAUSE NO. SC

OF 2016

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

-AND-

MATHEW WAYNE MYLES

Defendant

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ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS

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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 on 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 defense overleaf.

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

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Defendants Signature

Dated this            day of            2016

**Please see overleaf**

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**PARTICULARS OF DEFENCE**

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(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 495, George Town, Grand Cayman, Cayman Islands KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.