

IN THE SUMMARY COURT AT GEORGE TOWN

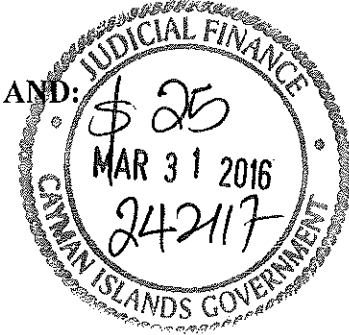
CAUSE NO. SC *0077* OF 2016

BETWEEN: CAYMAN NATIONAL BANK LTD

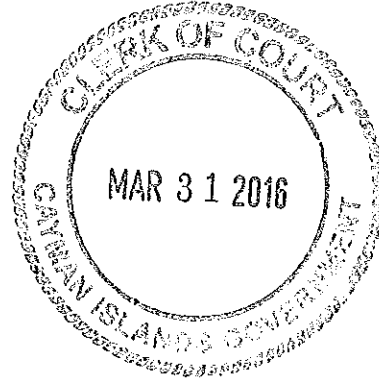
PLAINTIFF

AND: REIZEL ANN RAMOS

DEFENDANT



PLAINT



To the Defendant at:  
PO Box 99  
Grand Cayman  
KY1-1801

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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this 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 31<sup>st</sup> day of March 2016

See overleaf for particulars of the Plaintiff's claim.

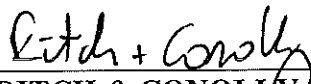
**PARTICULARS OF CLAIM**

1. The Plaintiff is a Bank carrying on business at its branch at Elgin Avenue, PO Box 1097, George Town, Grand Cayman KY1-1102 and elsewhere, and the Defendant is and at all material times, has been a customer of the Plaintiff at the said branch.
2. The Defendant is currently indebted to the Plaintiff in respect of his overdrawn Savings Account # 022-18610 in the principal sum of US\$5,915.67 together with interest of US\$61.58.
3. Interest continues to accrue on the Defendant's Savings Account at the annual rate of 12.5% above the US Dollar prime rate per annum, a daily sum of US\$2.05, pursuant to the Plaintiff's standard banking terms and conditions, from 24 April 2007.
4. The Plaintiff has made written demand for repayment by letter from its attorneys but the Defendant has failed to repay the said sum.

**AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:**

1. Payment of the said sum of US\$5,915.67;
2. Interest of US\$61.58 and continuing from the date hereof until payment at the rate of US\$2.05 per diem;
3. Fixed costs of CI\$150.00 together with the issue fee for these proceedings of CI\$25.00 and Process Server's costs of CI\$115.00.

Dated the 31<sup>st</sup> March 2016

  
\_\_\_\_\_  
**RITCH & CONOLLY**  
Attorneys-at-Law for the Plaintiff

**TO:** The Clerk of the Court  
**AND TO:** The Defendant at PO Box 99, Grand Cayman, KY1-1801

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2016

BETWEEN: CAYMAN NATIONAL BANK LTD PLAINTIFF  
AND: REIZEL ANN RAMOS DEFENDANT

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ACKNOWLEDGMENT OF SERVICE

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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 in which to pay the claim?

Yes

No

4. If you 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

2016

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## 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 send to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE**  
**OF PLAINT**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Plaint (i.e. the words "Particulars of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Plaint, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaint, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a plaint served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Plaintiff)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.