

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 0026  
OF 2017

BETWEEN: RBC ROYAL BANK (CAYMAN) LTD

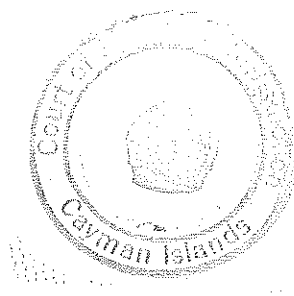
PLAINTIFF

AND: MARCUS F. EBANKS

DEFENDANT

TO THE DEFENDANT:

Marcus F. Ebanks  
7 Shorelink Terrace  
West Bay  
Grand Cayman



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

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 2<sup>nd</sup> day of February 2017.

**IMPORTANT**

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

**THIS PLAINT** is issued by Campbells, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JAS/13460-25812).

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is a Cayman Islands Class "A" Licensed bank ("the Bank"), duly authorised under the laws of the Cayman Islands to, *inter alia*, offer retail facilities to its customers.
2. The Defendant was at all material times resident in the Cayman Islands and a customer of the Bank.
3. Pursuant to a Credit Card Agreement ("the Agreement") the Bank advanced credit to the Defendant. The credit card number allocated to the Agreement was 4197 3100 0002 3000. The Defendant has failed to comply with the terms of the Agreement by failing to pay the minimum monthly payment. By virtue of such failure of the total amount due under the Agreement has become immediately due and payable.
4. Accordingly, by a letter dated 24 October 2016, the Bank through its attorneys made demand for the full amount owing under the Agreement. Despite such demand the Defendant has failed to pay the amount owing under the Agreement.
5. As at 2 February 2017 the debt outstanding under the Agreement amounted to US\$8,391.20 including interest which is accruing at the rate of 18% per annum, alternatively pursuant to section 34(1) of the Judicature Law (2013 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

|                                   |            | Principal sum | Rate   | No. days | Amount        |
|-----------------------------------|------------|---------------|--------|----------|---------------|
| Interest:                         |            |               |        |          |               |
| Start date                        | 10/26/2016 | \$8,000.60    | 18.00% |          |               |
| End date                          | 2/2/2017   |               |        | 99       | \$390.60      |
| Total                             |            |               |        |          | \$390.60      |
| Daily rate                        |            |               |        |          | \$3.95        |
| Total due as at date of Plaintiff |            |               |        |          | US\$ 8,391.20 |

**THIS PLAINT** is issued by Campbells, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Willow House, Cricket Square, George Town, Grand Cayman (Ref: JAS/13460-25812)

## STATEMENT REGARDING INTEREST

### 5.1. Interest calculations on the Agreement:

- (i) Interest calculated at 18% per annum continuing at the daily rate of US\$3.95.
- (ii) As at 2 February 2017, total due including interest accrued amounted to US\$390.60.

### AND THE PLAINTIFF CLAIMS:

1. The sum of US\$8,391.20;
2. Interest of 18% per annum continuing at the daily rate of US\$3.95.
3. Costs; and
4. Such further relief as this Honourable Court deems appropriate.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of US\$8,391.20, plus further accruing interest, legal fees and costs, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.



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CAMPBELLS

Attorneys-at-Law for the Plaintiff

**THIS PLAINT** is issued by Campbells, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Willow House, Cricket Square, George Town, Grand Cayman (Ref: JAS/13460-25812)

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2017

BETWEEN: RBC ROYAL BANK (CAYMAN) LTD

PLAINTIFF

AND: MARCUS F. EBANKS

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE**

1. State Defendant's name and address -

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2. State whether the Defendant intends to contest the action (*tick appropriate box*)

yes

no

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3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)

yes

no

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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**

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Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017

**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 sent to the Courts Office, P O Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

**NOTES ON ADDRESS FOR SERVICE**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

Campbells  
Attorneys-at-Law  
P.O. Box 884  
Floor 4, Willow House  
Cricket Square  
George Town, Grand Cayman  
Ref: JAS/13460-25812

*Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.*

[Empty box for defendant's attorney indorsement]

## DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

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

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 indorsed on the Writ (i.e. the words "Statement 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 Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, 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 installments or otherwise.

*See over for notes for guidance*

## 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 writ 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 Writ of Summons*)".
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 his 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.