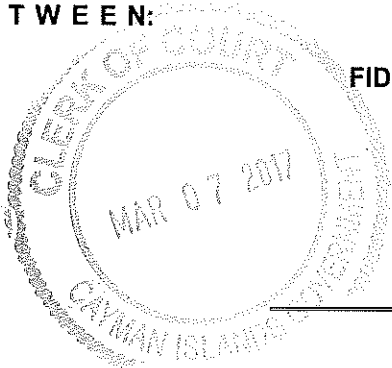


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 56 OF 2017

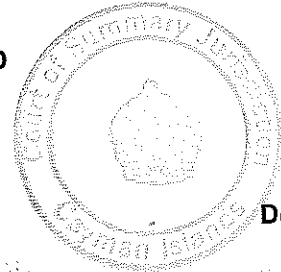
BETWEEN:



FIDELITY BANK (CAYMAN) LIMITED

AND

SANDRA ARCHER



Plaintiff

Defendant

PLAINT

TO:

Ms. Sandra Rhonda Archer  
#25 Carrington Lane, Bodden  
Town  
P.O. Box 943  
Grand Cayman, KY1-1102  
Cayman Islands



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 GT, George Town, Grand Cayman, 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 Acknowledgment 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      day of March 2017

See overleaf for particulars of the Plaintiff's claim

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is and was at all material times a Bank organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 943, Grand Cayman KY1-1102, Cayman Islands.
3. Pursuant to a promissory note dated 8 February 2013, the Plaintiff agreed to loan to the Defendant the sum of CI\$30,000 together with interest at the rate of 19% ("the Promissory Note").
4. It was a term of the Promissory Note that the Defendant agreed to, inter alia, the following:

*For value received I promise to pay on demand to FIDELITY BANK (CAYMAN) LIMITED or order at its Principal Office George Town, Grand Cayman the sum of KYD 30,000 (THIRTY THOUSAND CAYMAN ISLANDS DOLLARS) together with interest at the rate of 19%.*
5. The Defendant failed to make payments to the Plaintiff's satisfaction and on or around 12 December 2016 at 1:10pm, the Defendant was personally served with a letter dated 9 December 2016 demanding repayment of the sum of CI\$3,112.88 comprising of arrears at that date within 7 days of service ("the Demand").
6. The Defendant failed to comply with the terms of the Demand and no payments have been made towards the outstanding debt.
7. The Plaintiff hereby seeks to claim the full amount owing on the account and as at 17 February 2017, the Defendant was indebted to the Plaintiff in the sum of CI\$13,749.44 being the principal sum together with interest thereon at the contractual rate of 19% per annum in the sum of CI\$1,417.30 which continues to accrue at the daily rate of CI\$7.16.
8. The Plaintiff is entitled to, and claims, its contractual fees in accordance with the Promissory Note and costs pursuant with s. 11 of the Summary Court Rules (2004 Revision).

9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceedings.

**AND THE PLAINTIFF CLAIMS:**

- a) C\$13,749.44 being the principal sum due as at 17 February 2017;
- b) C\$1,417.30 pre-judgment interest at the rate of 19% per annum;
- c) Post judgment interest to continue at the rate of 19% being C\$7.16 per diem in accordance with the terms of the Promissory Note;
- d) Costs to be assessed in accordance with the Summary Court Rules (2004).
- e) Such further and other relief as this Court may deem just.

*HSM Chambers*

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**HSM Chambers  
Attorneys-at-Law for the Plaintiff**

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$13,749.44 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-Law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 3 above;
2. The prescribed rate of interest is 19% per annum;
3. The date from which interest is payable is 17 February 2017; and
4. The amount of interest accruing due each day is CI\$7.16.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2017

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

SANDRA ARCHER

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 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.

**See overleaf**

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**PARTICULARS OF DEFENCE**

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1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

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Defendant's Signature

**REMINDER -** This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.