

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 126 OF 2017

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

-AND-

WILMORE OTTELLO BARTON

Defendant



PLAINT



To: **Wilmore Ottello Barton**  
**P.O. Box 909**  
**Grand Cayman KY1-1103**  
**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 the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, 61 Edward Street, George Town, Grand Cayman, 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 6<sup>th</sup> day of July 2017

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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## PARTICULARS 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 27 December 2012 the Defendant made a promissory note in favour of the Plaintiff dated 27 December 2012 (the "Promissory Note").
4. The terms of the Promissory Note are that the principal amount of CI\$10,000 plus interest at the rate of 19% per annum are payable by the Defendant to the Plaintiff on demand.
5. On or about 22 June 2017 the Defendant owed the Plaintiff CI\$9,795.08 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$6,193.12 and interest of CI\$3,601.96.
6. The Plaintiff made demand for payment of the Debt by letter dated 22 June 2017 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 the principal of CI\$6,193.12; interest to the date of demand of CI\$3,601.96; interest on the principal at the rate of 19% per annum continuing from the date of demand until all sums outstanding under the Promissory Note are paid in full; and costs.

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

- A. The Debt of CI\$9,795.08;
- B. Pre-judgment interest at the contractual rate of 19% per annum from the 27 December 2012 until the date of Judgment;
- C. Post-judgment interest of the contractual rate of 19% per annum from the date of Judgment until payment is made in full;
- D. Costs.

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

Dated this 6<sup>th</sup> day of July 2017



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**Broadhurst LLC**

Attorneys-at-Law for the Plaintiff

This Complaint is filed by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.

## INDORSEMENTS

### LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is CI\$9,795.08 and is made up as follows:

Principal:	CI\$6,193.12
Interest:	CI\$3,601.96 from 27 December 2012 to 22 June 2017;

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law CI\$9,795.08 plus fixed costs of \$150.00, the filing fee of \$25.00 and interest of CI\$3.23 per day from 23 June 2017 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.

Interest began to accrue under the Promissory Note on 27 December 2012. As at the date of demand, being 22 June 2017, the total interest claimed is CI\$3,601.96. Interest is continuing to accrue at 19% per annum, being \$3.23 per day.

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ACKNOWLEDGEMENT OF SERVICE  
OF PLAINT

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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 Plaintiff is acknowledged accordingly.**

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Defendant's Signature

Dated this

day of

2017

**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 she 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, 61 Edward Street, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.