

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 189 OF 2017

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

AND

DELISA MANDERSON

Plaintiff

Defendant



PLAINT



TO:

Delisa Manderson
153 Birch Avenue
George Town
P.O. Box 498
Grand Cayman KY1-1502
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 Plaintiff 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 September 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business as a Bank pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, George Town, PO Box 31726, 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 498, Grand Cayman KY1-1502, Cayman Islands.
3. On or around 10 January 2013, the Plaintiff provided the Defendant with a Credit Facility Letter agreeing to advance the sum of CI\$29,738.00 (the "**Credit Facility Letter**"). The terms of the Credit Facility Letter were as follows:

"We are pleased to confirm that your consumer loan has been fully drawn and in this regard, we provided below certain information concerning your account:-

- | | |
|---|-------------------------------------|
| 1- <i>Loan account number</i> | 50589342 |
| <i>Loan amount</i> | CI\$29,738.00 |
| 2- <i>Total Amount initially due</i> | |
| <i>(a) Loan payment (Principal & Interest)</i> | CI\$695.18 |
| <i>(b) Saving Escrow Payment</i> | CI\$0.00 |
| <i>(c) Total amount of payments</i> | CI\$695.18 |
| <i>(d) Maturity date</i> | January 25th 2019 |
| <i>(e) Security</i> | Salary Deduction |
| <i>(f) Security 2</i> | Bank Lien- '08 Toyota Yaris |
| 3- <i>Your first payment is due on February 25th, 2013</i> | |
| 4- <i>Subsequent payments will be processed the 25th of every month.</i> | |
| 5- <i>Your savings Account number is 20111332.</i> | |
| 6- <i>All monthly payments should be deposited to your Savings Account on or before the due date of the loan. Our computer system will automatically transfer your monthly loan payments to your account at no charge, with the settings up of a standing order. We encourage you to not only use your Fidelity Bank (Cayman) Limited savings account for your loan payments, but also to establish a long term savings plan using Savings Account.</i> | |

- 7- *If your payment is **five** or more days late, you will be assessed a late fee of **CI\$20.00**. This fee is in addition to the interest, which accrues daily. We encourage you to make all of your payments on or before the due date. This way will ensure that you develop a good credit rating should you need to borrow from us or another Financial Institution in the future. Incidentally, you may make lump sum principal payments at any time on your loan without penalty*
- 8- *Should you default in your monthly payments or the loan becomes delinquent the loan will attract a default rate of 19%."*

4. On or around 10 January 2013, the Defendant signed a Promissory note agreeing to pay the sum of CI\$29,738.00 ("**the Principal sum**") together with interest thereon ("**the Promissory note**"). The terms of the promissory note were as follows:

"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 29,738.00 (TWENTY NINE THOUSAND SEVEN HUNDRED AND THIRTY EIGHT CAYMAN ISLANDS DOLLARS) together with interest at the rate of 19%."

5. The Defendant defaulted on the terms of payment as set out in the Credit Facility Letter. On or around 22 May 2017, the Plaintiff served upon the Defendant a Formal Demand dated 16 May 2017 for the principal balance. The Plaintiff received no response.
6. As at 13 September 2017, the Defendant was indebted to the Plaintiff in the sum of CI\$19,515.44 together with interest thereon at the rate of 19% per annum in accordance with the terms of the Promissory Note from 14 September 2017 to date in the sum of CI\$40.64 and continuing at the rate of CI\$10.16 per diem.
7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$19,515.44 being the principal sum due;
- b) CI\$40.64 interest at the rate of 19% per annum in accordance with the terms of the Promissory Note from 14 September 2017 to date and continuing at the rate of US\$10.16 per day;

- c) Costs in accordance with Summary Court Rules;
- d) Such further and other relief as the Court may deem just.

A handwritten signature in blue ink, appearing to read "HSM Chambers", is written above a horizontal line.

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$19,515.44 and interest in the sum of CI\$40.64 at 19% per annum as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). 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 and the costs of issuing the Plaintiff, 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 6 above;
2. The prescribed rate of interest is 19% per annum;
3. The date from which interest is payable is 14 September 2017;and
4. The amount of interest accruing due each day is CI\$10.16.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC/89 OF 2017

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

DELISA MANDERSON

Defendant

ACKNOWLEDGMENT OF SERVICE

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.

Defendant's Signature

Dated this day of 2017

See overleaf

PARTICULARS OF DEFENCE

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]*

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.