

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 210 OF 2017



BETWEEN: CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND: CRAIG ANDREW NIXON

DEFENDANT



PLAINT



To the Defendant  
P.O. Box 726  
Grand Cayman, KY1-1502

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 26 day of October 2017

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 a Personal Unsecured Loan Account in the principal sum of CI\$14,180.53, plus interest which will continue to accrue at the rate of 10.25% per annum until payment. The current arrears amount to CI\$3,017.00. The Personal Unsecured Loan Account is repayable on demand.
3. The Plaintiff has made written demand for payment of the arrears on the Personal Unsecured Account by letter dated 11 October 2017 and served on the Defendant on the 11 October 2017 from its attorneys but the Defendant has failed to repay the said sum. The Defendant did pay the sum of CI\$400.00 on 16 October 2017 but he has not satisfied the demand.
4. Accordingly, the Plaintiff now seeks repayment of the full amount now due under the Loan Account.

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

1. Payment of the said sum of CI\$14,180.53;
2. Interest on the above principal sum at the rate of 10.25% per annum, and continuing until payment at the same rate pursuant to the Plaintiff's standard banking terms and conditions.
3. Costs.

Dated the 26 day of October 2017

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

**TO:** The Clerk of the Court

**AND TO:** The Defendant at, PO Box 726, Grand Cayman KY1-1502

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**PLAINTIFF**

**AND:                    CRAIG ANDREW NIXON**

**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 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

**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)

\_\_\_\_\_  
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.