

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 0003 OF 2017⁸

BETWEEN:

FIDELITY BANK (CAYMAN) LTD

PLAINTIFF

AND:

NORWOOD T. FREDERICK

DEFENDANT



PLAINT

TO THE DEFENDANT:

Norwood T. Frederick
19 Sunny Drive
Spot Bay Road
Cayman Brac



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 3rd day of January 2018.

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 4th Floor, Willow House, Cricket Square, George Town, Grand Cayman (Ref: JAS/12857-27702)

PARTICULARS OF CLAIM

1. The Plaintiff is a Cayman Islands Class "A" Licensed bank ("the Bank"), duly authorised under the laws of the Cayman Islands, *inter alia*, to offer retail facilities to its customers.
2. The Defendant was at all material times a resident in the Cayman Islands and a customer of the Bank.
3. Following the Defendant's request for a loan on 29 November 2013, he signed a promissory note where he promised to pay to the Bank on demand the sum of CI\$31,500.00 with interest thereon calculated and payable monthly at a rate equal to the Bank's personal loan base rate of 19% per annum ("the Promissory Note").
4. Upon signing the Promissory Note, a loan was advanced and established in a loan account, account number 50596519 ("Loan Account").
5. Payment under the terms of the Loan Account fell into arrears and on 6 November 2017 the Bank, through its attorneys, made formal demand for the immediate payment of the total amount outstanding, together with accrued interest to the date of payment.
6. Despite demand, the Defendant has failed, refused and neglected to satisfy the amount outstanding.
7. As at 3 January 2018 the debt outstanding under the Agreement amounted to CI\$15,434.24 including interest which is accruing at the per annum rate of 19%.

		Principal sum	Rate	No. days	Amount
Interest:					
Start date	11/6/2017	\$14,981.91	19.00%		
End date	1/3/2018			58	\$452.33
Total					\$452.33
Daily rate					\$7.80
Total due as at date of Plaint					\$15,434.24

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alternatively pursuant to section 34(1) of the Judicature Law (2017 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

8. The Bank is entitled to and claims interest on the Promissory Note and Loan Account.

STATEMENT REGARDING INTEREST

8.1. Interest calculations on the Promissory Note and Loan Account:

- (i) Interest calculated at 19% per annum.
- (ii) Total interest accrued from 6 November 2017 to 3 January 2018 amounts to CI\$452.33.
- (iii) Interest continues to accrue from 3 January 2018 thereafter at the daily rate of CI\$7.80 until payment.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$14,981.91
2. Interest from 6 November 2017 to 3 January 2018 on the Promissory Note and Loan Account totaling CI\$452.33, accruing thereafter at the daily rate of CI\$7.80 until payment;
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 CI\$15,434.24, plus further accruing interest, legal fees and costs, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.



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 4th Floor, Willow House, Cricket Square, George Town, Grand Cayman (Ref: JAS/12857-27702).

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 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
PO Box 884
Floor 4, Willow House
Cricket Square
George Town, Grand Cayman
Ref: JAS/12857-27702

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.