

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 42 OF 2018

BETWEEN:

FIDELITY BANK (CAYMAN) LTD

PLAINTIFF

AND:

SHERLYN GLORIA MURRAY

DEFENDANT

WRIT OF SUMMONS



TO: Sherlyn Gloria Murray
7 Wilde Street
Bodden Town
Cayman Islands

THIS WRIT OF SUMMONS 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 Writ 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 these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 13th day of March 2018.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a Cayman Islands Class "A" Licensed bank ("the Bank"), duly authorised under the laws of the Cayman Islands to, *inter alia*, offer retail banking facilities to its customers.
2. The Defendant is an individual who at all material times was a resident in the Cayman Islands and a customer of the Bank.
3. Following the Defendant's request for a loan, on 22 September 2015, she signed a promissory note where she promised to pay to the Bank on demand the sum of CI\$40,000.00 with interest thereon calculated and payable monthly at a rate equal to the Bank's personal loan base rate of 17% per annum ("the Promissory Note").
4. Upon signing the Promissory Note, a loan in the amount of CI\$40,000.00 was advanced and established in a loan account, account number 50606360 ("the Loan Account").
5. Payment under the terms of the loan fell into arrears and on 1 March 2018, the Bank, through its attorneys, made formal demand for the immediate payment of the total amount outstanding under the loan, together with accrued interest to the date of payment.
6. It was a provision of the Promissory Note that the Defendant would pay all costs, charges and expenses incurred in enforcing the Bank's rights under it. Accordingly, the Plaintiff is entitled to, and does, claim its costs on an indemnity basis.
7. No payments have been received from the Defendant since 15 December 2017 in relation to the Loan Account.
8. As at 13 March 2018 the debt outstanding under the loan amounted to CI\$35,844.01 including interest which is accruing at the per annum rate of 17%, 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.

		Principal sum	Rate	No. days	Amount
Interest:					
Start date	3/1/2018	\$35,644.79	17.00%		
End date	3/13/2018			12	\$199.22
Total					\$199.22
Daily rate					\$16.60
Total due as at date of Writ					\$35,844.01

9. The Bank is entitled to and claims interest on the Loan.

STATEMENT REGARDING INTEREST

- 9.1. It was a provision of the agreement in relation to the Loan Account that interest would accrue.
- 9.2. The agreed rate of interest in respect of the Loan Account was 17%
- 9.3. Interest was payable from the date the Loan Account was established being 22 September 2015.
- 9.4. The total amount of interest claimed from 1 March 2018 to date under the Loan Account is CI\$199.22. The amount of interest accruing due each day thereafter is CI\$16.60.

AND THE PLAINTIFF claims:

1. The sum of CI\$35,644.79;
2. Interest from 1 March 2018 to date on the Loan Account totalling CI\$199.22, and accruing thereafter at the daily rate of CI\$16.60 until payment;

3. Costs on an indemnity basis; and
4. Such further and/or other 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\$35,844.01 plus further interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.



CAMPBELLS

13 March 2018

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
4th Floor Willow House
PO Box 884
George Town
Grand Cayman KY1-1103
(Ref: JAS/12857-28221)**

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

OF WRIT OF SUMMONS

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 495G, 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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 its 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.