

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 8 OF 2019

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

AND

VINCE CARDEL SMITH



PLAINTIFF

DEFENDANT



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PLAINT

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TO:  
Vince Cardel Smith  
P.O. Box 11680 GT  
Grand Cayman, KY1-1009  
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 Complaint 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 11<sup>th</sup> day of January 2019

**See overleaf for particulars of the Plaintiff's claim**

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## PARTICULARS OF CLAIM

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1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual resident in the Cayman Islands with an address of P.O. Box 11680, George Town, Grand Cayman, KY1-1009, Cayman Islands.
3. Pursuant to a Promissory Note dated 6 May 2015, the Plaintiff agreed to loan the Defendant the sum of KYD\$30,000 together with interest at the rate of 10.25% per annum ("the Promissory Note").
4. The following were terms of the Promissory Note:

*"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\$30,000 (THIRTY THOUSAND CAYMAN ISLANDS DOLLARS) together with interest at the rate of 10.25%."*

5. The Defendant has failed to make payments towards the loan to the Plaintiff's satisfaction.
6. The Plaintiff issued a formal demand against the Defendant dated 12 April 2018 for monies due under the Promissory Note which was personally served upon the Defendant on or around 23 April 2018.
7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF claims:**

- a) CI\$18,237.89 being the principal sum due as at 4 January 2019;
- b) Pre and post-judgment interest calculated from 14 December 2018 to 9 January 2019 at the rate of 10.25% per annum being CI\$133.16 and continuing at the rate of CI\$5.12 per diem in accordance with the terms of the Promissory Note;

- c) Fixed costs to be assessed pursuant to the Summary Court Rules 2004.
- d) Such further and other relief as this Court may deem just.

*HSM Chambers*  

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**HSM Chambers**  
Attorneys for the Plaintiff

## INDORSEMENT

The principal amount claimed in respect of the debt is the principal sum of CI\$18,237.89 together with contractual interest at the rate of 10.25% per annum and continuing at the rate of CI\$5.12 per diem in accordance with the terms of the Promissory Note. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49) together with a claim for fixed costs of CI\$150 upon commencement of a claim (SCR 11(1)). 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, interest 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 rate upon which interest is calculated is as set out in paragraph 4 above ;
2. The prescribed rate of interest is 10.25% per annum;
3. The date from which interest is payable is 14 December 2018;
4. The amount of interest accruing due each day is CI\$5.12.

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 309430.0288)

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**ACKNOWLEDGMENT OF SERVICE**

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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 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.



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**PARTICULARS OF DEFENCE**

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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]*

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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.