



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC <sup>86</sup> OF 2019

BETWEEN:

CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND:

KADAINÉ KENROY KELLY

DEFENDANT



PLAINT



To the Defendant  
P.O. Box 288  
Grand Cayman KY1-1501

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 <sup>11</sup> day of April 2019

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 200 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 Credit Card Account ending #0003 in the principal sum of US\$2,047.64, plus contractual interest which will continue to accrue at the rate of 18% per annum.
3. The Plaintiff demanded payment of the debt due by a letter from its attorneys dated 21 February 2019, which was served on the Defendant on 1 March 2019. The Defendant has failed to pay all or any of the debt due to the Plaintiff.

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

1. Payment of the said sum of US\$2,047.64;
2. Contractual interest on the above principal sum at the rate of 18% per annum, and continuing until payment at the same rate pursuant to the Plaintiff's standard banking terms and conditions.
3. Costs.

Dated the 11<sup>th</sup> day of April 2019

*Ritch & Conolly*

**RITCH & CONOLLY**

Attorneys-at-Law for the Plaintiff

**TO:** The Clerk of the Court

**AND TO:** The Defendant at, PO Box 288, Grand Cayman KY1-1501

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**PLAINTIFF**

**AND: KADAINÉ KENROY KELLY**

**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                      2019

## 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)

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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.