

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 116 OF 2019

BETWEEN: FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED PLAINTIFF

AND: ROSHAWN ROBB-MCLAUGHLIN DEFENDANT



PLAINT



To the Defendant  
45 Northward Road  
P.O. Box 1995  
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 22 day of May 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 PO Box 68, 25 Main Street, George Town, Grand Cayman and elsewhere, and the Defendant is and was at all material times, a customer of the Plaintiff.
2. As at 21 March 2019 the Defendant was indebted to the Plaintiff in respect of a Personal Loan-Account (#10460047) in the principal sum of CI\$4,018.74, together with interest thereon which continues to accrue pursuant to the Plaintiff's standard personal loans account terms and conditions at the rate of 12.50% per annum until payment. The Defendant's current arrears as at 21 March 2019 amounted to CI\$5,048.37.
3. As at 21 March 2019 the Defendant was indebted to the Plaintiff in respect of a Personal Loan-Account (#10460050) in the principal sum of CI\$1,814.63, together with interest thereon which continues to accrue pursuant to the Plaintiff's standard personal loans account terms and conditions at the rate of 12.50% per annum until payment. The Defendant's current arrears as at 21 March 2019 amounted to CI\$2,078.77.
4. The Plaintiff has made written demand for payment of the arrears on the Personal Loan Accounts (#10460050 & 10460047) by letters dated 21 March 2019 and served on the Defendant on the 22 March 2019 from its attorneys but the Defendant has failed to repay the said sum. The Plaintiff now seeks repayment of the full amount now due under the Personal Loan Accounts.

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

1. Payment of the total sum of CI\$5,833.37;
1. Ongoing interest on the sum of CI\$5,833.37 at a rate of 12.50% per annum in accordance with the Plaintiff's standard current account terms and conditions;
2. Costs.

Dated the 22 day of May 2019

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

**TO:** The Clerk of the Court

**AND TO:** The Defendant at, PO Box 1995, Grand Cayman, KY1-1501

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2019

BETWEEN: FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED PLAINTIFF

AND: ROSHAWN ROBB-MCLAUGHLIN 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)

---

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.