

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



CAUSE NO. S 205 OF 2019

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

-AND-

GERARD DEVAUGHN HORTON

Defendant



PLAINT

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 Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings. If you intend to defend the action, in whole or in part, you must set out fill 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 Acknowledgement of Service form containing fill particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 7 October 2019.

IMPORTANT

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

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

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## PARTICULARS OF CLAIM

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1. The Plaintiff is a limited liability company registered in the Cayman Islands carrying on business as a financial institution.
2. The Defendant is a resident of the Cayman Islands.
3. On or about 28<sup>th</sup> May 2019 the Defendant made a promissory note in favour of the Plaintiff dated 28<sup>th</sup> May 2019 (the "Promissory Note").
4. The terms of the Promissory Note are that the principal amount of CI\$17,000 plus interest at the rate of 14% per annum are payable by the Defendant to the Plaintiff on demand.
5. On or about the 18 September 2019 the Defendant owed the Plaintiff CI\$17,303.66 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$16,758.02 and interest of CI\$545.64.
6. The Plaintiff made demand for payment of the Debt by letter dated 19 September 2019 from the Plaintiff's attorneys to the Defendant.
7. The Defendant breached the Promissory Note by failing or refusing to pay the Debt upon demand.
8. In the circumstances the Plaintiff's claim is for principal of CI\$16,758.02; interest to date of demand of CI\$545.64; pre and post-judgment interest on principal at the rate of 14% per annum continuing from the date of demand until all sums outstanding under the Promissory Note are paid in full; and costs.

### AND THE PLAINTIFF CLAIMS:

- A. The Debt of CI\$17,303.66
- B. Pre-judgment interest at the contractual rate of 14% per annum from the 19 September 2019 until the date of Judgment;
- C. Post-judgment interest of the contractual rate of 14% per annum from the date of Judgment until payment is made in full;

- D. Costs.
- E. Such other relief as this Honourable Court sees fit.

Dated this 7<sup>th</sup> October 2019.

*Broadhurst*

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**Broadhurst LLC**

Attorneys-at-Law for the Plaintiff

This Plaint is filed by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.

## INDORSEMENTS

### LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is CI\$10,897.53 and is made up as follows:

Principal:	CI\$16,758.02
Interest:	CI\$545.64 from 28 May 2019 to 18 September 2019

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law CI\$17,303.66 plus fixed costs of CI\$150, the filing fee of CI\$25 and interest of CI\$6.42 per day from 19 September 2019 until the date of payment, further proceedings will be stayed.

### INTEREST

Simple interest is claimed at the contractual rate of 14% per annum pursuant to the Promissory Note signed by the Defendant and dated 28 May 2019.

Interest began to accrue under the Promissory Note on 28 May 2019. As at the date of demand, being 18 September 2019, the total interest claimed is CI\$545.64. Interest is continuing to accrue at 14% per annum, being CI\$6.42 per day.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF PLAINT**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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.

### Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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, 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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

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Plaintiff

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**GERARD DEVAUGHN HORTON**

Defendant

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**ACKNOWLEDGEMENT OF SERVICE  
OF PLAINT**

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged: \_\_\_\_\_
2. State whether the Defendant intends to contest the proceeding (tick appropriate box)  
Yes [ ]                      No [ ]
3. If you do not intend to contest this action, do you want time on which to pay the claim? (tick appropriate box)  
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

Signed: \_\_\_\_\_

Attorney for the Defendant

Signed: \_\_\_\_\_

Defendant in person

Dated this                      day of                      2019.

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**PARTICULARS OF DEFENCE**

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(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 Signature

**REMINDER** – this form must be taken or sent to the Court Office, P.O. Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

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