

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC <sup>15</sup> OF 2020

BETWEEN: CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND: CHANDA VINNETTE GLIDDEN

DEFENDANT



PLAINT



To the Defendant  
P.O. Box 1993  
Grand Cayman KY1-1104

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 16 day of January 2020

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 shortfall on a mortgage/loan facility/loan following the sale of the charged property for which the facility was provided. The mortgage/loan account was secured by Property at Registration Section Lower Valley, Block 32D, Parcel 193 ("the Property"). Following the sale of the Property by the Defendant there was a balance due to the Plaintiff.
3. The principal debt as at 10 December 2019 due and owing by the Defendant to the Plaintiff under the mortgage/loan account is CI\$13,328.21 plus interest which will continue to accrue at the rate of 6.75% per annum until payment.
4. The Plaintiff has made a written demand for repayment by letter from its attorneys dated 17 December 2019 served on the Defendant on 17 December 2019. The Defendant has failed to repay the said sum of \$13,328.21 in accordance with the demand.

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

1. Payment of the total sum of CI\$13,328.21;
2. Ongoing interest on the sum of CI\$13,328.21 in accordance with the Plaintiff's standard mortgage terms and conditions.
3. Costs.

Dated the 11 day of January 2020

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

**TO:** The Clerk of the Court

**AND TO:** The Defendant at, PO Box 1993, Grand Cayman KY1-1104

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**PLAINTIFF**

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**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                      2020

## **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.