



**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. S OF 2022**

**BETWEEN:**

**FIDELITY BANK (CAYMAN) LIMITED**

Plaintiff

**-AND-**

**EARLON PERRY MYLES**

Defendant

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**PLAINT**

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**TO: EARLON PERRY MYLES**  
#96B Eastern Avenue  
George Town  
PO Box 632  
Grand Cayman. KY1-1107  
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 the service of this **Plaint** 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 11<sup>th</sup> day of October 2022.

**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 services company licensed to carry on banking business in the Cayman Islands. The registered office of the Plaintiff is Floor 4, Willow House, Cricket Square, Grand Cayman, KY1-9010
2. The Defendant is a resident of the Cayman Islands, residing at #96B Eastern Avenue, George Town, Grand Cayman, KY1-1107.
3. On or about 3<sup>rd</sup> December 2015 the Plaintiff and the Defendant entered into an agreement whereby the Plaintiff agreed to lend the Defendant CI\$ 54,000 (the "Agreement"). The Loan was secured by the Defendant way of a promissory note in favour of the Plaintiff dated 2 December 2015 (the "Promissory Note").
4. The express terms of the Promissory Note were as follows:
  - 4.1. The Defendant promised to pay the principal sum of CI\$ 54,000 plus interest on demand.
  - 4.2. Interest would be calculated at the rate of 17% per annum until the principal sum was paid in full.
5. On or about 31 July 2022 the Defendant owed the Plaintiff CI\$ 6,088.29 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$ 5,974.91 and interest as of 31 July 2022 of CI\$ 113.38.
6. As a result of the Defendant failing to pay the agreed monthly payments under the Agreement, the Plaintiff made demand for payment of the Debt under the Promissory Note by letter dated 10 July 2022 sent 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 ci the circumstances the Plaintiff's claim is for principal of CI\$ 5,974.91; interest as of 31 July 2022 in the amount of CI\$ 113.38 and increasing in the amount of CI\$ 2.78 per day 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\$ 6,088.29

- B. Contractual interest in the amount of CI\$ 113.38 as of 31 July 2022 increasing in the amount of CI\$ 2.78 until payment is made in full;
- C. Costs.
- D. Such other relief as this Honourable Court sees fit.

Dated this 11<sup>th</sup> day of October 2022.



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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 4<sup>th</sup> Floor Monaco Towers, 54 Edward Street, George Town, Grand Cayman, Cayman Islands.

**LIQUIDATED DEBT OR DEMAND**

The amount claimed in respect of the liquidated debt or demand is CI\$ 6,088.29 and is made up as follows:

Principal:	CI\$ 5,974.91
Interest:	CI\$ 113.38 from 3 December 2015 to 31 July 2022

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law CI\$ 6,088.29 plus fixed costs of \$150, the filing fee of \$25 and interest of CI\$2.78 per day from 31 July 2022 until the date of payment, further proceedings will be stayed.

**INTEREST**

Simple interest is claimed at the contractual rate of 17% per annum pursuant to the Promissory Note signed by the Defendant and dated 3 December 2015.

Interest began to accrue under the Promissory Note on 3 December 2015. As at the date of demand, being 31 July 2022, the total interest claimed is CI\$113.38. Interest is continuing to accrue at 17% per annum, being \$2.78 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 Plaintiff (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 Plaintiff, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not endorsed on the Plaintiff, 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.

1. Each Defendant (if there are more than one) is requires 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 Plaintiff 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 Plaintiff*)”.
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 is 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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CAUSE NO. S OF 2022

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

-AND-

EARLON PERRY MYLES

Defendant

ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him/her this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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 proceedings (*tick appropriate box*)  
Yes [ ] No [ ]

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)  
Yes [ ] No [ ]

Service of the Writ is acknowledged accordingly

Signed: \_\_\_\_\_  
Attorney for the Defendant

Signed: \_\_\_\_\_  
Defendant in person

Dated this        day of        2022.



**Please complete overleaf**

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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