

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2023

BETWEEN: CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND: MITCHELL ANTHONY BROWN

DEFENDANT



PLAINT

To the Defendant
47 Fairlawn Road
George Town
P.O.Box 975
Grand Cayman
KY1-1503
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 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 day of August 2023

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. As at 26 May 2023 the Defendant was indebted to the Plaintiff in respect of a MasterCard Standard #5425-6871-7097-0008 in the principal sum of USD\$2,056.18 plus the interest which will continue to accrue at a rate of USD\$1.14 per diem.
- 3. The Plaintiff has made written demand for repayment by letter from its attorneys but the Defendant has failed to repay the said sum.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

- 1. Payment of the total sum of USD\$2,056.18;
- 2. Contractual interest on the above principal sum at the rate of USD\$1.14 per diem and continuing until payment at the same rate pursuant to the Plaintiff's standard banking terms and conditions.
- 3. Costs.

Dated the 15th day of August 2023

Ritch & Conolly LLP
RITCH & CONOLLY LLP

TO: The Clerk of the Court

AND TO: The Defendant at, P.O. Box 975 Grand Cayman KY1-1503

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ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

[Empty rectangular box for 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 2023

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 sent 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.