

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 33 OF 2018

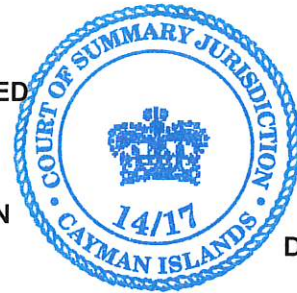
BETWEEN:



FIDELITY BANK (CAYMAN) LIMITED

AND

VALENTINE GEORGE HAMILTON



Plaintiff

Defendant

---

PLAINT

---

TO:

**Mr. Valentine G. Hamilton**  
#33 Grape Avenue,  
Prospect  
P.O. Box 289  
Grand Cayman, KY1-1104  
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 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full 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 Acknowledgment 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 20<sup>th</sup> day of February 2018

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

---

## PARTICULARS OF CLAIM

---

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 289, Grand Cayman, KY1-1104, Cayman Islands.
3. Pursuant to a promissory note dated 11 May 2015, the Plaintiff agreed to loan to the Defendant the sum of CI\$12,000 together with interest at the rate of 11.25% per annum ("the Promissory Note").
4. The Defendant agreed to the following terms of the Promissory Note:

*"For value received I promise to pay on demand to FIDELITY BANK (CAYMAN) LIMITED or order at its Principal Office George Town, Grand Cayman the sum of KYD 12,000 (TWELVE THOUSAND CAYMAN ISLANDS DOLLARS) together with interest at the rate of 11.25%."*

*In the event of your incurring costs, charges and expenses with respect to the enforcement or protection of any rights hereunder, I hereby further agree that such costs, charges and expenses may be claimed in a Statement of Claim in the event that an action is commenced in a Court of Law for the recovery of the moneys due hereunder even though a demand has not been made for the payment of the same.*

5. The loan was evidenced by a secured lien over a 2008 Chevy Captiva ("the Vehicle") executed by the defendant on 16 June 2015 ("the Lien").
6. Pursuant to the credit facility letter dated 11 May 2015, the Defendant agreed to repay the principal and interest by monthly instalments of CI\$361.51 ("the Credit Facility Letter"), otherwise, the loan was repayable on demand.
7. The Defendant failed to make payments towards the loan to the Plaintiff in accordance with the Credit Facility Letter. On 25 October 2017, the Defendant was personally served with a letter dated

24 October 2017 demanding repayment of the arrears in the sum of CI\$1,280.26 failing which the entire balance would become due ("the Demand"). The Defendant failed to comply with the Demand and the entire balance has become due and owing.

8. As at the date of the commencement of this proceedings, the Defendant, pursuant to the terms of the Promissory Note and Credit Facility Letter, owed the Plaintiff the principal sum of US\$5,822.68 with interest thereon from 13 October 2017 to date in the sum of CI\$193.32 at the rate of 11.25% per annum and continuing at the rate of CI\$1.79 per diem in accordance with the terms of the Promissory Note.
9. Pursuant to the executed Lien and upon inspecting the Vehicle for repossession, the Plaintiff concluded that the Vehicle is in very poor state and not road worthy.
10. Alternatively, the Plaintiff claims statutory interest in accordance with the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules, 2010 at such rate and for such period as the Court deems fit.
11. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF claims:**

- a) CI\$5,822.68 being the principal sum due as at 13 October 2017;
- b) CI\$193.32 being pre and post-judgment interest from 13 October 2017 to date at the rate of 11.25% per annum in the sum of and continuing at the rate of CI\$1.79 per diem in accordance with the terms of the Promissory Note;
- c) Costs on an indemnity basis in accordance with the terms of the Promissory Note.
- d) Such further and other relief as this Court may deem just.

---

**HSM Chambers**  
Attorneys for the Plaintiff

## **INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$5,822.68 and interest in the sum of CI\$193.32 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

## **INDORSEMENT REGARDING INTEREST**

1. The contractual rate upon which interest is calculated is as set out in paragraph 4 above ;
2. The prescribed rate of interest is 11.25% per annum;
3. The date from which interest is payable is 13 October 2017;
4. The amount of interest accruing due each day is CI\$1.79.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

VALENTINE GEORGE HAMILTON

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 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.

---

Defendant's Signature

Dated this    day of                    2018.

See overleaf

---

---

**PARTICULARS OF DEFENCE**

---

---

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

\_\_\_\_\_  
Defendant's Signature

**REMINDER -** This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.