

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 12/ OF 2018

BETWEEN:

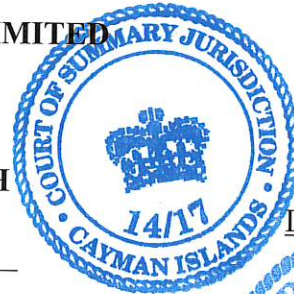
FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

-AND-

MELISSA IDITHA SMITH

Defendant



PLAINT



To: MELISSA IDITHA SMITH  
P.O. Box 746  
Grand Cayman KY1-1103  
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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, 61 Edward Street, George Town, Grand Cayman, Cayman Islands the accompanying Acknowledgement 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 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 12 day of June 2018.

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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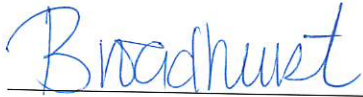
1. The Plaintiff is a limited liability company registered in the Cayman Islands carrying on business as a financial institution.
2. The Defendant is a resident of the Cayman Islands.
3. On or about 19<sup>th</sup> August 2016 the Defendant made a promissory note in favour of the Plaintiff dated 19<sup>th</sup> August 2016 (the "Promissory Note").
4. The terms of the Promissory Note are that the principal amount of CI\$21,500 plus interest at the rate of 14% per annum are payable by the Defendant to the Plaintiff on demand.
5. On or about 31 May 2018 the Defendant owed the Plaintiff CI\$18,840.38 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$18,573.10 and interest of CI\$267.28.
6. The Plaintiff made demand for payment of the Debt by letter dated 31 May 2018 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 circumstances the Plaintiff's claim is for principal of CI\$18,573.10 interest to date of demand of CI\$267.28 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\$18,840.38;
- B. Pre-judgment interest at the contractual rate of 14% per annum from the 31 May 2018 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 12<sup>th</sup> day of June 2018



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**Broadhurst LLC**

Attorneys-at-Law for the Plaintiff

This Writ of Summons 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\$18,840.38 and is made up as follows:

Principal:	CI\$18,573.10
Interest:	CI\$267.28 from 23 August 2016 to 31 May 2018

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law CI\$18,840.38 plus fixed costs of \$500, the filing fee of \$25, and interest of CI\$7.12 per day from 31 May 2018 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 19 August 2016.

Interest began to accrue under the Promissory Note on 23 August 2016. As at the date of demand, being 31 May 2018 the total interest claimed is CI\$267.28 Interest is continuing to accrue at 14% per annum, being \$7.12.

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Plaintiff

**-AND-**

**MELISSA IDITHA SMITH**

Defendant

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**ACKNOWLEDGEMENT OF SERVICE  
OF PLAINT**

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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 on 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 defense overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

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Defendant's Signature

Dated this

day of

2018

**Please see 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 she 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 sent to the Court Office, 61 Edward Street, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.