

IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO: 4 OF 2019

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

JAMAR MARIO NIXON

Defendant



PLAINT



TO:

Jamar Mario Nixon
PO Box 1251,
Grand Cayman. KY1-1108
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 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 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 8th day of January 2019

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, Suite 3 Buckingham Square, 720 West Bay Road, PO 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 PO Box 1251, Grand Cayman, KY1-1108, Cayman Islands.
3. Pursuant to a Promissory Note dated 6 February 2015, the Plaintiff agreed to loan the Defendant the sum of KYD\$13,000 together with interest at the rate of 17% per annum ("the Promissory Note").
4. The following were 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\$13,000 (THIRTEEN THOUSAND CAYMAN ISLANDS DOLLARS) together with interest at the rate of 17%."
5. The Defendant has failed to make payments towards the loan to the Plaintiff's satisfaction.
6. The Plaintiff issued a formal demand against the Defendant dated 12 April 2018 for monies due under the Promissory Note which was personally served upon the Defendant on or around 21 September 2018.
7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$6,396.49 being the principal sum due as at 19 December 2018;
- b) Pre and post-judgment interest calculated at the rate of 17% per annum being CI\$2.98 per diem in accordance with the terms of the Promissory Note;
- c) Fixed costs to be assessed pursuant to the Summary Court Rules 2004.

d) Such further and other relief as this Court may deem just.

HSM Chambers
HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$6,396.49 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 term upon which interest is claimed is as set out in paragraph 3 above;
2. The prescribed rate of interest is 17% per annum;
3. The date from which interest is payable is 19 December 2018;
4. The amount of interest accruing due each day is CI\$2.98;

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: DB/309430.0282)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2019

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

JAMAR MARION NIXON

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.