

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 225 OF 2019



BETWEEN: FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED

PLAINTIFF

AND: HECTOR ABEL MOYA

1ST DEFENDANT

AND: ELIZABETH FREDERICK-CHAVEZ

2ND DEFENDANT



PLAINT



To the Defendants
425 Crew Road
P.O. Box 1252
Grand Cayman, KY1-1108

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 Plaint 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 22 day of November 2019

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 PO Box 68, 25 Main Street, George Town, Grand Cayman and elsewhere, and the Defendants are and were at all material times, customers of the Plaintiff.
2. The Defendants are currently indebted to the Plaintiff in respect of an Unsecured Loan Account in the sum of CI\$8,326.15 plus interest which will continue to accrue at the rate of 11.75% per annum until payment. The current arrears amount to CI\$726.87. The Unsecured Loan Account is repayable on demand.
3. The Plaintiff has made written demand for payment of the arrears on the Unsecured Loan Account by letter dated 27 September 2019 served on the Defendants on the 1 October 2019 from its attorneys but the Defendants have failed to repay the said sum. The Plaintiff now seeks repayment of the full amount now due under the Unsecured Loan Account.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. Payment of the said sum of CI\$8,326.15;
2. Interest on the above principal sum at the rate of 11.75% per annum, and continuing until payment at the same rate pursuant to the Plaintiff's standard banking terms and conditions.
3. Costs.

Dated the 14 day of November 2019


RITCH & CONOLLY
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant at, 425 Crew Road, PO Box 1252, Grand Cayman
KY1-1108

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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 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 2019

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 send 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.