

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2020

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

JERRY DANIEL ARCHER

First Defendant

AND

ERNIE DARVIN EBANKS

Second Defendant



PLAINT

TO:

Mr. Jerry Daniel Archer and Mr. Ernie Darvin Ebanks
PO Box 943
Grand Cayman KY1-1102
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, P.O. 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 13th day of October 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a Class A Bank 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, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant and Second Defendant (the "**Defendants**") are individuals who reside in the Cayman Islands with a mailing address of P.O. Box 943, Grand Cayman, KY1-1102, Cayman Islands.
3. Pursuant to a credit facility letter dated 11 December 2014 (the "Credit Facility Letter") and a promissory note dated 11 December 2014 (the "**Promissory Note**"), the Plaintiff agreed to advance to the Defendants the principal sum of CI\$32,000 to be repaid together with interest at the rate of 19% per annum over a term of 72 months commencing 25 January 2015 or, alternatively, upon demand (the "**Loan Agreement**").
4. In breach of the Loan Agreement, the Defendants defaulted upon the terms of repayment. A Formal demand dated 30 April 2020 was served on the Defendants on 30 April 2020 demanding repayment of all sums due under the Loan Agreement.
5. The Defendants failed to pay the sums due under the Loan Agreement and the Plaintiff has suffered loss and damage as a result.
6. Accordingly, the Plaintiff claims the principal sum of CI\$19,347.15 pursuant to the Loan Agreement together with pre- and post-judgment interest from 2 October 2020 at the contractual rate of 19% per annum and continuing at the rate of CI\$8.00 per diem.
7. In the alternative to contractual interest, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375% for such period as the Court deems fit.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$19,347.15 being the balance due under the Loan Agreement as at 2 October 2020;
- b) Pre- and post- judgment interest to be calculated from 2 October 2020 at the rate of 19% per annum and continuing at the rate of CI\$8.00 per diem until discharged in full;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375% for such period as the Court deems fit;
- d) Fixed costs of CI\$150 pursuant to the *Summary Court Rules 2004*, alternatively costs to be assessed; and
- e) Such further and other relief as this Court may deem just.

Hsm Chambers

**HSM Chambers
Attorneys-at-Law for the Plaintiff**

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$19,347.15 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150 pursuant to the *Summary Court Rules 2004*.

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 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 19% per annum;
3. The date from which interest is payable is 2 October 2020;
4. The amount of interest accruing due each day is CI\$8.00.

This PLAINT 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: 309430.0324)

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Second Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant 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.

Dated this day of 2020

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[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]

1.

Defendant's Signature

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