

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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CAUSE NO. OF 2017

BETWEEN:

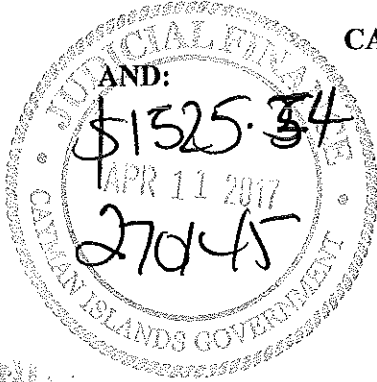
CAYMAN NATIONAL BANK LIMITED

PLAINTIFF

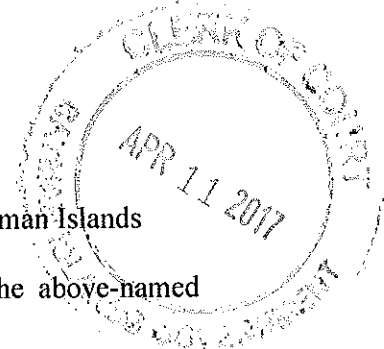
AND:

OWEN DINNALL

DEFENDANT



WRIT OF SUMMONS



TO: Owen Dinnall of PO Box 497, Grand Cayman KY1-1502, Cayman Islands

**THIS WRIT OF SUMMONS** 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 Writ 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, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 11 April 2017

**NOTE** – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.


## STATEMENT OF CLAIM

1. The Plaintiff is a Bank carrying on business at its branch at Elgin Avenue, PO Box 1097, George Town, Grand Cayman KY1-1102 and elsewhere, and the Defendant is and was at all material times has been customer of the Plaintiff.
2. The Defendant is currently indebted to the Plaintiff in respect of a shortfall on a mortgage/loan facility/loan following the sale of the charged property for which the facility was provided. The mortgage/loan account was secured by Property at Registration Section Savannah, Block 28C, Parcel 310 ("the Property"). Following the sale of the Property in March 2016 the net proceeds of sale CI\$316,200.00 were applied to the mortgage facility leaving an outstanding balance due to the Plaintiff.
3. The principal debt currently due and owing by the Defendant to the Plaintiff under the mortgage/loan account is CI\$225,108.56 including late fees, arrears and interest.
4. The Plaintiff has made a written demand for repayment by letter from its attorneys dated 30 November 2016 served on the Defendant on 12 December 2016. The Defendant has failed to repay the said sum of \$225,108.56 in accordance with the demand.

### AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. Payment of the total sum of CI\$225,108.56;
2. Ongoing interest on the sum of CI\$225,108.56 in accordance with the Plaintiff's standard mortgage terms and conditions.
3. Costs.

Dated the 11 of April 2017

  
**RITCH & CONOLLY**  
Attorneys at Law for the Plaintiff

If, within the time limited for returning the Acknowledgement of Service the Defendant pays the amount claimed to the Plaintiff or its attorney's further proceedings will be stayed.

**TO:** The Clerk of the Court

**AND TO:** The Defendants of PO Box 2323, Grand Cayman. KY1-1106, Cayman Islands

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO.      OF 2017**

**BETWEEN:**

**CAYMAN NATIONAL BANK LIMITED      PLAINTIFF**

**AND:**

**OWEN DINNALL      DEFENDANT**

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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 Writ of Summons is acknowledged accordingly.**

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Defendant's Signature

Dated this      day of      2017

**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