

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 104 OF 2018

BETWEEN:

CAYMAN NATIONAL BANK LIMITED

PLAINTIFF

AND:

NINO DILBERT

FIRST DEFENDANT

JESSICA IVETH GARRIDO DILBERT

SECOND DEFENDANT



WRIT OF SUMMONS

TO: Nino Dilbert & Jessica Ivette Garrido Dilbert of PO Box 10798, Grand Cayman KY1-1007, 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 1st June 2018

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.

This Writ of Summons was issued by Ritch & Conolly, Attorneys at Law, for and on behalf of the Plaintiff herein whose address for service is Queensgate House, 113 South Church Street, PO Box 1994, George Town, Grand Cayman, KY1-1104.

STATEMENT OF CLAIM

1. The Plaintiff is a Bank carrying on business at its branch at 200 Elgin Avenue, PO Box 1097, George Town, Grand Cayman KY1-1102 and elsewhere, and the Defendants are and at all material times have been customers of the Plaintiff at the said branch.
2. The Defendants are currently indebted to the Plaintiff in respect of a shortfall on a mortgage facility. The mortgage facility was provided to the Defendants pursuant to a commitment letter dated 30 May 2008. The commitment letter required security to be provided over Registration Section Spotts, Block 25B, Parcel 23H114 and to be registered to cover CI\$137,000, being the amount of the mortgage facility provided to the Defendants.
3. The Defendants provided the security over the Property and the legal charge was duly registered.
4. The Property was sold in March 2015 and the proceeds of sale of CI\$92,951.76 were applied to the mortgage facility.
5. After the application of the proceeds of sale and the proceeds of a Cayman Islands Government Guarantee in the sum of CI\$23,823.92 to the mortgage facility there remained a shortfall due to the Plaintiff.
6. As at 29 May 2018 the shortfall due to the Plaintiff was CI\$23,494.26.
7. The Plaintiff has made written demands for repayment of the said shortfall by letter from its attorneys. The last payment to the Defendants' account was made on 15 June 2017.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. Payment of the sum of CI\$23,494.26.
2. Costs.

Dated the 1st June 2018


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 10798, Grand Cayman KY1-1007

This Writ of Summons was issued by Ritch & Conolly, Attorneys at Law, for and on behalf of the Plaintiff herein whose address for service is Queensgate House, 113 South Church Street, PO Box 1994, George Town, Grand Cayman, KY1-1104.

AND TO: The Defendants of PO Box 10798, Grand Cayman KY1-1007

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. 3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN:

CAYMAN NATIONAL BANK LIMITED

PLAINTIFF

AND:

NINO DILBERT

FIRST DEFENDANT

JESSICA IVETH GARRIDO DILBERT

SECOND 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 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.

Defendant's Signature

Dated this day of 2018

This Writ of Summons was issued by Ritch & Conolly, Attorneys at Law, for and on behalf of the Plaintiff herein whose address for service is Queensgate House, 113 South Church Street, PO Box 1994, George Town, Grand Cayman, KY1-1104

