

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 165 OF 2021

BETWEEN:

CAYMAN NATIONAL BANK LTD

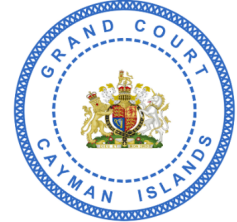
PLAINTIFF

AND:

SCOTT BERTRAM HENDERSON

DEFENDANT

WRIT OF SUMMONS



TO: Scott B. Henderson
Litigate Court,
Raven Avenue,
Spotts Newlands,
Grand Cayman,
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 5th of August 2021

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 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 LLP, 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 duly authorized under the laws of the Cayman Islands to carry on business at its branch at Elgin Avenue, PO Box 1097, George Town, Grand Cayman KY1-1102 and elsewhere.
2. The Defendant is and was at all material times a customer of the Plaintiff.
2. As at 24 May 2021 the Defendant was indebted to the Plaintiff in respect of a Loan Account (#19833) in the principal sum of US\$426,894.78 plus interest which will continue to accrue at the rate of 5.25% per annum.
3. The said sum now due is the balance arising following the sale of a property at Registration Section Savannah, Block 27C, Parcel 409 ("the Property") by the Bank under its powers of sale as chargee pursuant to the Registered Land Act. The Property was provided as security for the Loan Account. Following the sale of the Property on or about 5 November 2019 the net proceeds of sale were applied to the Loan Account.
4. The Plaintiff, through its attorneys, formally demanded the amount of US\$426,894.78 together with interest by way of a demand letter dated 16 June 2021 which was personally served upon the Defendant on 16 July 2021. The Defendant has failed to repay the said sum of US\$426,894.78 plus interest in accordance with the demand and the Defendant remains indebted to the Plaintiff in the sum of US\$426,894.78 plus interest.
5. The Plaintiff is entitled to interest on the Loan Account.

STATEMENT REGARDING INTEREST

6. It was a provision of the Loan Account and the Plaintiff's terms and conditions that interest would accrue.
7. The agreed rate of interest was 5.25% per annum until payment.

8. Interest was payable from the date of the shortfall arising following the sale of the Property on or about 5 November 2019.
9. The amount demanded in the demand served upon the Defendant on 16 June 2021 included interest until 24 May 2021. The amount of interest accruing each day after 24 May 2021 is US\$61.55
10. The amount of interest claimed from 24 May 2021 to date (72 days) is US\$4,431.60

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

1. The amount of US\$426,894.78 (CI\$358,591.62 converted at rate of 0.84) in relation to the sum due under the Loan Account as at 24 May 2021;
2. Interest on the sum of US\$426,894.78 (CI\$358,591.62) from 24 May 2021 to date in the amount of US\$4,431.60 in accordance with the Plaintiff's terms at a rate of 5.25% per annum. The amount of continuing interest accruing each day is US\$61.55;
3. Costs; and
4. Such further and/or other relief as this Honourable Court deems appropriate.

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

Dated the 5th of August 2021

Ritch & Conolly LLP
RITCH & CONOLLY LLP
Attorneys at Law for the Plaintiff

TO: The Clerk of the Court
AND TO: The Defendant, Litigate Court, Raven Avenue, Spotts Newlands, Grand Cayman, Cayman Islands.

This Writ of Summons was issued by Ritch & Conolly LLP, 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2021

BETWEEN:

CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND:

SCOTT BERTRAM HENDERSON

DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
[] yes [] no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
[] yes [] no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

This Writ of Summons was issued by Ritch & Conolly LLP, 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.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Ritch & Conolly LLP
Queensgate House
113 South Church Street
PO Box 1994
George Town
Grand Cayman
KY1-1104

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's attorney indorsement]

This Writ of Summons was issued by Ritch & Conolly LLP, 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.

**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.