



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2023

B E T W E E N:

**PROVEN BANK (CAYMAN) LIMITED
(PREVIOUSLY KNOWN AS FIDELITY BANK (CAYMAN)
LIMITED)**

PLAINTIFF

AND

PAUL ANTHONY HUME-EBANKS

DEFENDANT

WRIT OF SUMMONS

TO: Mr Paul Anthony Hume-Ebanks
PO Box 128
Grand Cayman KY1-1801
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 the 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, Grand Cayman, KY1-1106, Cayman Islands, 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 14th day of July 2023

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.

STATEMENT 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 Ford Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. Pursuant to a Certificate of Incorporation on Change of Name dated 28 July 2022, the Plaintiff changed its name from Fidelity Bank (Cayman) Limited to PROVEN Bank (Cayman) Limited. Its address for service remains the same.
3. The Defendant is an individual who resides in the Cayman Islands with the mailing address PO Box 128, Grand Cayman KY1-1801, Cayman Islands.
4. The Defendant entered into two separate loan agreements with the Plaintiff, the particulars of which are set out below, opened under separate account numbers: 50637290 and 50642960 (together the "Loan Agreements"). He has since defaulted on the payment terms of both Loan Agreements. By this Writ of Summons the Plaintiff claims the sums owing under both Loan Agreements.

Loan Agreement 50637290

5. Pursuant to a Credit Facility Letter and Promissory Note both dated 25 February 2020, the Plaintiff agreed to advance to the Defendant the sum of CI\$31,000.00 plus interest thereon of 10% per annum to be repaid by monthly instalments of CI\$514.64 over a term of 84 months or, in the alternative, upon demand ("Loan Agreement 50637290").
6. In breach of the Loan Agreement 50637290, the Defendant failed to pay the monthly instalments as and when due. Accordingly, the Plaintiff, through its attorneys, drafted a

Formal Demand letter dated 15 December 2022 demanding sums due pursuant to Loan Agreement 50637290.

7. At 14 July 2023 the Defendant remained in default of the terms of Loan Agreement 50637290, the figures are as follows:

a. Principal	CI\$25,757.51
b. Accrued Interest	CI\$924.42
c. Current Pay-Off	CI\$26,681.93
d. Per Diem	CI\$7.06
e. Interest Rate	10%
f. Last payment:	6 March 2023: CI\$514.64
g. Arrears:	CI\$3,087.84

Loan Agreement 50642960

8. Pursuant to a Credit Facility Letter and Promissory Note both dated 23 April 2021, the Plaintiff agreed to advance to the Defendant a further sum of CI\$38,500.00 plus interest thereon of 14% per annum to be repaid by monthly instalments of CI\$814.80 over a term of 96 months or, in the alternative, upon demand ("Loan Agreement 50642960").

9. In breach of the Loan Agreement 50642960, the Defendant failed to pay the monthly instalments as and when due. Accordingly, the Plaintiff, through its attorneys, HSM Chambers, drafted a Formal Demand letter dated 15 December 2022 demanding sums due pursuant to Loan Agreement 50642960.

10. At 14 July 2023 the Defendant remains in default of the terms of Loan Agreement 50637290, the figures are as follows:

a. Principal	CI\$37,943.10
b. Accrued Interest	CI\$2,540.14
c. Current Pay-Off	CI\$40,483.24
d. Per Diem	CI\$14.55
e. Interest Rate	14%
f. Last payment:	6 March 2023: CI\$814.80
g. Arrears:	CI\$5,703.60

11. Process servers made several unsuccessful attempts to serve the Formal Demand letters upon the Defendant personally. On 13 January 2023 HSM Chambers spoke with the Defendant by telephone to arrange an appointment for the Demand Letters to be served upon him at their offices. The Defendant refused to collect the Demand Letters and refused to attend the offices of HSM Chambers. On 14 March 2023 the Demand letters relating to both Loan Accounts were sent to the Defendant to his known email address: pahebanks95@gmail.com.
12. The Defendant failed to make payment in accordance with the Formal Demand letters. As a result of the Defendant's breach of the Loan Agreements the Plaintiff has suffered loss and damage.
13. Accordingly, the Plaintiff claims the following sums:
 - a. CI\$26,681.93 pursuant to Loan Agreement 50637290, comprising principal of CI\$25,757.51 and accrued interest of CI\$924.42, together with pre- and post-judgement interest from 15 July 2023 at the contractual rate of 10% per annum, continuing at the rate of CI\$7.06 per diem
 - b. CI\$40,483.24 pursuant to Loan Agreement 50642960, comprising principal of CI\$37,943.10 and accrued interest of CI\$2,540.14, together with pre- and post-judgement interest from 15 July 2023 at the contractual rate of 14% per annum and continuing at the rate of CI\$14.55 per diem.
14. Alternatively, the Plaintiff claims pre- and post-judgment interest, on both Loan Agreements, in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375%, or for rate and such period as the Court deems just.
15. The Plaintiff claims its reasonable costs of and incidental to the recovery of the above sums from the Defendant.

AND THE PLAINTIFF CLAIMS:

- a) Total CI\$67,165.17 relating to both Loan Agreements;

- b) Pre- and post-judgment interest from 15 July 2023 at the contractual rate of 10% per annum, continuing at the rate of CI\$7.06 per diem in accordance with the terms of Loan Agreement 50637290;
- c) Pre- and post-judgment interest from 15 July 2023 at the contractual rate of 14% per annum and continuing at the rate of CI\$14.55 per diem in accordance with the terms of Loan Agreement 50642960;
- d) Alternatively, pre- and post-judgment interest, on the Loan Agreements, in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such period as the Court deems fit;
- e) Costs; and
- f) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of Loan Agreement 50637290 is CI\$26,681.93 and in respect of the Loan Agreement 50642960 is CI\$40,483.24. The amount of the filing fees to commence the proceeding is CI\$200.00 plus Ad Valorem in the sum of CI\$571.65. 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, interest and the costs of issuing the Writ of Summons, 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 terms upon which interest is claimed are as set out at paragraphs 5 and 8 above;
2. The prescribed rate of interest on Loan Agreement 50637290 is 10% and on the Loan Agreement 50642960 is 14% per annum;
3. The date from which interest is payable is 15 July 2023; and
4. The amount of interest accruing each day is CI\$7.06 on Loan Agreement 50637290 and CI\$14.55 on Loan Agreement 50642960.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 309430-0418)

No.8

Acknowledgment of service of writ of summons (O.12, r.3)

**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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

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. 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 Acknowledgement 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2023

B E T W E E N:

PROVEN BANK (CAYMAN) LIMITED PREVIOUSLY KNOWN AS FIDELITY BANK (CAYMAN) LIMITED

PLAINTIFF

AND

PAUL ANTHONY HUME-EBANKS

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
[Defendant in person]
Address for service:

Please complete overleaf

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 communication 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.

<p>HSM Chambers 68 Fort Street PO Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS</p> <p>Ref: 309430.0418</p>
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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