

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. <sup>637</sup> of 2001

BETWEEN:

CIBC BANK AND TRUST COMPANY  
(CAYMAN) LTD

PLAINTIFF

AND:

GLADYS M. BODDEN

DEFENDANT

WRIT OF SUMMONS

TO: Gladys M. Bodden, PO Box 2011GT, Grand Cayman

**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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

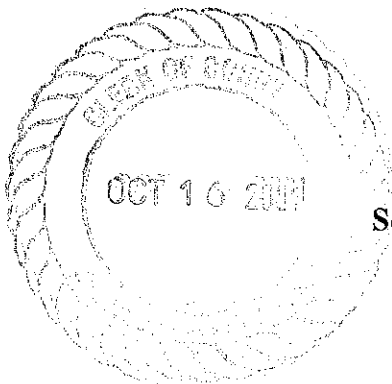
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further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

**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.

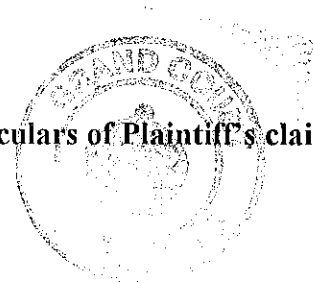
Issued this 16<sup>th</sup> day of October 2001.

IMPORTANT

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



See overleaf for particulars of Plaintiff's claim.



## STATEMENT OF CLAIM

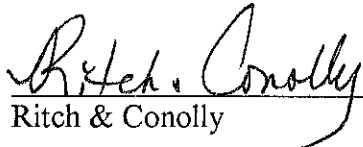
1. On or about 19<sup>th</sup> October 1998, the Plaintiff loaned to Mr. Clifton Nevis Bodden and Mr. Floyd Bodden the sum of CI\$130,000.00 to assist with the construction of a triplex at land registered as George Town Central, Block 14CF, Parcel 85.
2. In consideration of the Plaintiff granting the said loan, Mr. Clifton Nevis Bodden and the Defendant, as beneficial owners of the property registered as George Town Central, Block 14CF, Parcel 85, charged its freehold interest in the land and buildings comprised in the said title to secure the payment to the Plaintiff of the sum of CI\$130,000.00 together with interest at the rate of 2% per annum over the prime lending rate for Cayman Island Dollar loans. The Chargors, Clifton Nevis Bodden and the Defendant, further covenanted to repay the principal sum on demand together with any interest then due.
3. Still further, for valuable consideration, the Defendant herein entered into a Guarantee dated 31<sup>st</sup> March 1999 whereby she guaranteed payment to the Plaintiff of the liabilities incurred by Clifton Bodden and Floyd Bodden.
4. The Guarantee, inter alia, provided by Clause 10, that the Defendant "*Shall make payments to the Bank of the amount of the liability of the Guarantor forthwith after demand therefor is made in writing and such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor of the last address of the Guarantor and to the Bank is deposited, postage prepaid and registered at the Post Office and the liability of the Guarantor shall bear interest at the rate of 16% per annum from the date of such demand.*"
5. In accordance with the said provisions, a demand was made of the Defendant by way of a letter from the firm of Ritch & Conolly, Attorneys-at-Law for the Plaintiff, dated 11<sup>th</sup> September 2001 in accordance with the said Clause 10. The total sum claimed as at 11<sup>th</sup> September 2001 amounted to CI\$121,921.96, being the principal sum of CI\$120,576.43 together with accumulated interest at CI\$1,345.53.
6. Despite such demand, the Defendant has failed to pay the said sum of CI\$121,921.96 or any part thereof including interest.

AND THE PLAINTIFF CLAIMS as against the Defendant:-

1. The said sum of CI\$121,921.96;
2. Interest at the aforesaid rate of 16% per annum being CI\$53.44 per day from 11<sup>th</sup> September 2001 until Judgment or sooner payment, whichever is the earlier;

3. Costs;
4. Further or other relief as this Honourable Court may deem just.

Dated this 11<sup>th</sup> day of October 2001.

  
Ritch & Conolly

**IMPORTANT**

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

If within the time for returning the Acknowledgement of Service the Defendant pays the amount claimed of C\$121,921.96 together with fixed attorney's fees of US\$304.88 (C\$250.00) and filing fees of US\$182.93 (C\$150.00) and, further, delivers up the said credit card then all further proceedings will be stayed. The money must be paid to the Plaintiff or its attorneys.

TO: The Clerk of the Court  
AND TO: The Defendant of PO Box 2011 GT, Grand Cayman

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 637 OF 2001

BETWEEN:

CIBC BANK AND TRUST COMPANY  
CAYMAN LTD

PLAINTIFF

AND:

GLADYS M. BODDEN

DEFENDANT

**ACKNOWLEDGEMENT 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 Judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

Yes

No

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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 judgement entered by the Plaintiff (*tick box*)

Yes

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 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*

Messrs. Ritch & Conolly PO Box 1994 GT Grand Cayman  Ref: CIBC/Bodden - #8438
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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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