

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ¹⁹² OF 2019

BETWEEN:

CAYMAN NATIONAL BANK LIMITED PLAINTIFF

AND:

ALBERTO MCLAUGHLIN MARTINEZ

FIRST DEFENDANT

OSIRIS HURTADO PEREZ

SECOND DEFENDANT

WRIT OF SUMMONS



TO: Alberto McLaughlin Martinez & Osiris Hurtado Perez of 143 Church Street Apt #2, West Bay, PO Box 31304, Grand Cayman KY1-1206, 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 14 November 2019

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.

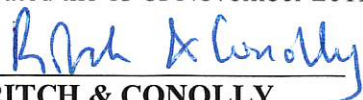
STATEMENT OF CLAIM

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 West Bay North West, Block 4E, Parcel 711H2 and 711H4 ("the Properties"). Following the sale of the Property in March 2016 the net proceeds of sale CI\$190,650.00 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\$52,565.02 plus interest which will continue to accrue at the rate of 6.50% per annum until payment.
4. The Plaintiff has made a written demand for repayment by letter from its attorneys dated 25 October 2019 which was served on the Defendant on 29 October 2019. The Defendants have failed to repay the said sum of \$52,565.02 in accordance with the demand.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. Payment of the total sum of CI\$52,565.02;
2. Ongoing interest on the sum of CI\$52,565.02 in accordance with the Plaintiff's standard mortgage terms and conditions.
3. Costs.

Dated the 13 of November 2019


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 143 Church Street Apt #2, West Bay, PO Box 31304, Grand Cayman KY1-1206, Cayman Islands

**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. 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.

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OSIRIS HURTADO PEREZ

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 2019

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 you.