

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 171 OF 2021

BETWEEN:

CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND:

ANGLIN-LEWIS & ASSOCIATES LTD

1ST DEFENDANT

PAULETTE ANGLIN-LEWIS

2ND DEFENDANT



WRIT OF SUMMONS

TO: (1) Anglin-Lewis & Associates Ltd, P.O. Box 10154, Unit No. 5, GFK Industrial Park, Godfrey Nixon Way, George Town, Grand Cayman, KY1-1002, Cayman Islands
(2) Paulette Anglin-Lewis, P.O. Box 10154, Unit No. 5, GFK Industrial Park, Godfrey Nixon Way, George Town, Grand Cayman, KY1-1002, 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 11 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 First Defendant is and was at all material times a company registered and trading in the Cayman Islands and a customer of the Plaintiff.
3. The Second Defendant is an individual who was at all material times the guarantor ("Guarantor") of a commercial loan ("the Commercial Loan") extended to the First Defendant by the Plaintiff.
4. As collateral for the Commercial Loan, the Defendant executed a Deed of Guarantee dated 29 November 2010 in respect of all debts and liabilities of the Company ("the Guarantee"). The Guarantee provided by the Second Defendant was unlimited and unconditional and it irrevocably guaranteed to the Plaintiff all debts and liabilities present and future, direct or indirect, absolute or contingent, mature or not and each and every liability of the Company of nature.
5. The Commercial Loan was also secured by a Legal Charge over the First Defendant's property registered as George Town South, Block 14D, Parcel 65 ("the Property").
6. On or about 9 October 2013, the principal sum loaned by the Plaintiff to the First Defendant was CI\$1,194,194.00.
7. The Commercial Loan was not maintained by the First Defendant according to its terms to the satisfaction of the Plaintiff and the First Defendant fell into default in respect of the Commercial Loan payments due to the Plaintiff.
8. The Plaintiff served Statutory Notices pursuant to Section 64 and 72 of the Registered Land Law (2018 Revision) on the First Defendant and the Property was subsequently sold by the Plaintiff pursuant to its power of sale as charge under the Registered Land Act.

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.

9. After the application of sale proceeds from the sale of the Property to the Commercial Loan, there remained a total balance outstanding to the Plaintiff. As of 6 December 2019 the sum outstanding under the Commercial Loan was CI\$779,060.66.
10. The Plaintiff, through its attorneys, formally demanded the amount of CI\$779,060.66 together with interest by way of a demand letter dated 21 January 2021 which was served upon both of the First Defendant and the Second Defendant on 21 January 2021.
11. The First Defendant and Second Defendant have failed to repay the said sum demanded in the demand letter.
2. As at 24 May 2021 the total amount due to the Plaintiff from the First Defendant and Second Defendant under the Commercial Loan account and the Guarantee was CI\$852,644.19 plus interest which will continue to accrue at the rate of 5.25% per annum.
3. The Plaintiff is entitled to interest on the Loan Account.

STATEMENT REGARDING INTEREST

4. It was a provision of the Commercial Loan Account and the Plaintiff's terms and conditions that interest would accrue.
5. The agreed rate of interest was 5.25% per annum until payment.
6. As at 24 May 2021 the total amount due to the Plaintiff from the First Defendant and Second Defendant under the Commercial Loan account and the Guarantee was CI\$852,644.19 plus interest which continues to accrue at the rate of 5.25% per annum.
7. The amount of interest accruing each day after 24 May 2021 is CI\$123.39.
8. The amount of interest claimed from 24 May 2021 to date (80 days) is CI\$9,871.20.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. The amount of CI\$852,644.19 in relation to the sum due under the Commercial Loan Account as at 24 May 2021;
2. Interest on the sum of CI\$852,644.19 from 24 May 2021 to date in the amount of CI\$9,871.20 in accordance with the Plaintiff's terms at a rate of 5.25% per annum. The amount of continuing interest accruing each day is CI\$123.39
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 11 of August 2021


RITCH & CONOLLY LLP
Attorneys at Law for the Plaintiff

TO: The Clerk of the Court
AND TO: (1) Anglin-Lewis & Associates Ltd, P.O. Box 10154, Unit No. 5, GFK Industrial Park, Godfrey Nixon Way, George Town, Grand Cayman, KY1-1002, Cayman Islands
(2) Paulette Anglin-Lewis, P.O. Box 10154, Unit No. 5, GFK Industrial Park, Godfrey Nixon Way, George Town, Grand Cayman, KY1-1002, Cayman Islands

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**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]

**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.

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.