

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

BETWEEN:

CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND:

RAY ANTHONY BOWEN

1ST DEFENDANT

TERESA LINDA BOWEN
(NEE ECHENIQUE)

2ND DEFENDANT



WRIT OF SUMMONS

TO: (1) Ray Anthony Bowen, P.O. Box 32128, Grand Cayman, KY1-1208
(2) Teresa Linda Bowen (Nee Echinique), P.O. Box 32128, Grand Cayman, KY1-1208

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 29th of June 2022.

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 and Second Defendants (together the "Defendants") are and were at all material times customers of the Plaintiff.
2. As at 24 May 2021 the Defendants were indebted to the Plaintiff in respect of a Joint Loan Account (#12242) in the sum of CI\$904,481.22 plus interest which continued to accrue at the rate of prime plus 1% per annum.
3. The said sum of **CI\$904,481.22** plus interest was the balance arising following the sale of a properties at:
 - (a) Registration Section Prospect, Block 22D, Parcel 243H40
 - (b) Registration Section Prospect, Block 22D, Parcel 243H69
 - (c) Registration Section George Town Central, Block 13E, Parcel 75(together "the Properties") by the Plaintiff under its powers of sale as chargee pursuant to the Registered Land Act. The Properties were provided as security for the Joint Loan Account. Following the sale of the Properties the net proceeds of sale were applied to the Joint Loan Account.
4. The Plaintiff, through its attorneys, formally demanded the amount then owing of CI\$904,491.22 together with interest thereon by way of a demand letter dated 4 August 2021 which was personally served upon the Second Defendant on 6 August 2021. The First Defendant could not be located and therefore he was not served with a demand letter. The Defendants have failed to repay the said sum of CI\$904,481.22 plus interest in accordance with the demand served on the Second Defendant. The Defendants remain indebted to the Plaintiff and the sum owing as at 9 May 2022 was **CI\$949,368.42**, including late fees of CI\$2,245.00, upon which interest continues to accrue.
5. The Plaintiff is entitled to interest on the Loan Account.

STATEMENT REGARDING INTEREST

6. It was a provision of the Joint Loan Account and the Plaintiff's terms and conditions that interest would accrue.
7. The agreed rate of interest was Prime plus 1% per annum (currently 5.75% per annum as from 17 June 2022) until payment.
8. Interest was payable from the date of the shortfall arising following the sale of the Properties.
9. The amount demanded in the demand served upon the Second Defendant on 6 August 2021 included interest until 24 May 2021 at the contractual rate. The total owing as at 9 May 2022 of **CI\$949,368.42** included interest to that date at the contractual rate.
10. The amount of interest claimed from 9 May 2022 to 17 June 2022 is CI\$5,300.89 calculated at a daily (per diem rate) amount of CI\$129.29 (based on the then applicable interest rate of 5% per annum).
11. Interest from 17 June 2022 to date 13 days amounts to the sum of CI\$1,972.75. Interest continues to accrue at daily (per diem) rate of CI\$151.75 (based on the current applicable interest rate of 5.75% per annum).

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. The amount of **CI\$949,368.42** in relation to the sum due under the Loan Account as at 9 May 2022;
2. Interest on the sum of **CI\$949,368.42** from 9 May 2022 to date in the amount of CI\$7,273.64 in accordance with the Plaintiff's terms at a rate of Prime plus 1% per annum. The amount of continuing interest accruing each day is CI\$151.75;
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 29 of June 2022

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

TO: The Clerk of the Court
AND TO: (1) Ray Anthony Bowen, P.O. Box 32128, Grand Cayman, KY1-1208
(2) Teresa Linda Bowen (Nee Echinique), P.O. Box 32128, Grand Cayman, KY1-1208

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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

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 acting in person) of his name, address and reference, if any, in the box below.

**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 authorized 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.