



ND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G OF 2023

BETWEEN:

PROVEN BANK (CAYMAN) LIMITED

Plaintiff

-AND-

JOSHUA ALLAN MCLEAN

Defendant

WRIT OF SUMMONS

TO: Joshua Allan McLean
 305 North Side Road
 Bodden Town
 Grand Cayman
 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, P.O. 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 of Service within the time stated, or if you return the Acknowledgment of Service without stating therein your 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 24 day of August 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 Acknowledgment of Service are given with the accompanying form.

See overleaf for particulars of the Plaintiff's claim

STATEMENT OF CLAIM

1. The Plaintiff Proven Bank (Cayman) Limited (formerly Fidelity Bank (Cayman) Limited) is a limited liability company registered in the Cayman Islands carrying on business as a financial institution.
2. The Defendant is a resident of the Cayman Islands.

Promissory Note

3. In respect of the Promissory Note:
 - 3.1. On or about 23 December 2021 the Plaintiff and the Defendant entered into an agreement whereby the Plaintiff agreed to lend the Defendant CI\$ 45,500 (the "Agreement"). The loan was secured by the Defendant by way of a promissory note in favour of the Plaintiff dated 23 December 2021 (the "Promissory Note").
 - 3.2. The express terms of the Promissory Note are as follows:
 - a. That the principal sum of CI\$ 45,500 plus interest on demand.
 - b. Interest at the rate of 11% per annum until the principal sum was paid in full.
4. In accordance with the Agreement and Promissory Note the Plaintiff duly lent the Defendant CI\$ 45,500.
5. The Defendant breached the Promissory Note by failing or refusing to pay the Debt.
6. By letter dated 9 August 2023 sent from the Plaintiff's attorneys to the Defendant, the Plaintiff made demand for payment of the Debt. Despite the demand, the Defendant has failed to pay the debt.
7. On or about 3 August 2023, the Defendant owed the Plaintiff CI\$ 55,731.34 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$ 54,809.71 and interest of CI\$ 921.63.

AND THE PLAINTIFF CLAIMS:

- A. The Debt of CI\$ 55,731.34, comprised of principal of CI\$ 54,809.71 and interest of CI\$ 921.63.
- B. Pre-Judgment and Post-Judgment interest at the contractual rate of 11% per annum of the Debt from the 4 August 2023.
- C. Alternatively, interest in accordance with the Judicature Act (2021 Revision).

D. Costs.

E. Such other relief as this Honourable Court sees fit.

Dated this 24 day of August 2023

A handwritten signature in blue ink, appearing to read "Broadhurst".

Broadhurst LLC

Attorneys-at-Law for the Plaintiff

INDORSEMENTS**LIQUIDATED DEBT OR DEMAND**

The amount claimed in respect of the liquidated debt or demand is CI\$ 55,731.34 and is made up as follows:

Principal:	CI\$ 54,809.71
Interest:	CI\$ 921.63 from 23 December 2021 to 3 August 2023 and increasing at the rate of CI\$ 16.52 per diem.

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law CI\$ 55,731.34, plus fixed costs of \$500, the filing fee of \$200, *ad valorem* fee of CI\$ 457.31 and interest of CI\$ 16.52 per day from 4 August 2023 until the date of payment, further proceedings will be stayed.

INTEREST

Simple interest is being calculated as follows:

- a. At the contractual rate of 11% per annum to the Promissory Note signed by the Defendant on 23 December 2021;
- b. Alternatively, interest in accordance with the Judicature Act (2021 Revision).

Interest began to accrue under the Promissory Note on 23 December 2021. As of 3 August 2023 the total interest claimed is CI\$ 921.63. Interest is continuing to accrue on the Debt at \$ 16.52 per day.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words “Statement of Claim” appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is requires to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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, with the addition in paragraph 1 of the description “Partner in the firm of (.....)” after is 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 steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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

BETWEEN:	CAUSE NO. G	OF 2023
	PROVEN BANK (CAYMAN) LIMITED	<u>Plaintiff</u>
	-AND-	
	JOSHUA ALLAN MCLEAN	<u>Defendant</u>

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him/her 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 proceeding (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 proceeding, 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 the Defendant

Signed: _____
Defendant in person

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 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.

Endorsement by Plaintiff’s Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

BROADHURST LLC
ATTORNEYS-AT-LAW
4TH FLOOR MONACO TOWERS
54 EDWARD STREET or
PO BOX 2503
GRAND CAYMAN KY1-1104

Endorsement by Defendant’s Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.