

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁴⁵⁷ OF 2012

IN THE MATTER OF THE REGISTERED LAND LAW (2004 REVISION)

AND IN THE MATTER OF GEORGE TOWN CENTRAL, BLOCK 13D,
PARCEL 110

AND IN THE MATTER OF SPOTTS, BLOCK 24E, PARCEL 332

BETWEEN:

THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION
CO-OPERATIVE CREDIT UNION LIMITED

PLAINTIFF

AND:

VICTOR MORRIS JENNINGS

FIRST DEFENDANT

LEAH M. JENNINGS

ORIGINATING SUMMONS

TO: Victor Morris Jennings of PO Box 565, Grand Cayman KY1-1107
Leah Jennings of 303 Seymour Drive, George Town, Grand Cayman

LET THE DEFENDANTS, Victor Jennings and Leah Jennings, within 14 days after service of this Summons on him, counting the day of service, return the accompanying Acknowledgement of Service to the Court office, PO Box 495, George Town, Grand Cayman KY1-1106.

BY THIS SUMMONS which is issued on the application of the Plaintiff, The Cayman Islands Civil Service Association Co-Operative Credit Union Limited, the Plaintiff seeks relief pursuant to the provisions of the Registered Land Law (2004 Revision) as follows:-

1. In or about February 2008 the Defendants, members of the Plaintiff Credit Union, applied to the Plaintiff for a loan, which together with the balance of previous loans made, amounted to CI\$439,393.40 and this loan was to be repaid by monthly instalments of CI\$4,654.77 and was to be secured by the following legal charges:-
 - a. Collateral Charge (held to 13D 154) over the property registered in the name of the First Defendant at the Lands and Survey Department as George Town Central, Block 13D, Parcel 110 ("Parcel 110").
 - b. Variation of Charge (Held over 13D 110) over the property registered in the name of the First and Second Defendants at the Lands and Survey Department as Spotts, Block 24E, Parcel 332 ("Parcel 332").
2. Parcels 110 and 332 were at all material times registered in the name of the First Defendant and First and Second Defendants respectively.
3. On or about 31 March 2008 the Plaintiff as Chargee and the First Defendant as Chargor executed a Collateral Charge (held to 13D 154) ("the First Charge") in respect of Parcel 110.
4. The First Charge dated 31 March 2008 provided that:-
 - 3.1 The First Defendant would charge his interest in Parcel 110 in order to secure payment of the principal sum of CI\$439,393.40 ("the Principal Sum").
 - 3.2 Interest on the Principal Sum would accrue at the rate of 9.75% per annum on the reducing balance.
5. The First Charge dated 31 March 2008 also provided that:

"Section 72 of the Registered Land Law (2004 Revision) shall be varied in respect of this Charge and of any instrument or variation executed pursuant to this Charge, so as to entitle the Chargee immediately upon default by the Chargor in payment of the principal sum or any interest payable hereunder (as defined by Section 64(2) of the Registered Land Law (2004 Revision) or in the performance or observance of any agreement, expressed or implied herein to

 - a. *appoint a receiver of the income of the Charged Property; or*
 - b. *sell the Charged Property to private treaty as well as by public auction; or*
 - c. *foreclose or enter into possession of the Charged Property; or*

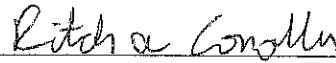
- d. *in the event that the Chargee does appoint a receiver or enters into possession of the Charged Property, exercise its powers of sale or foreclosure or appointment of a receiver at any time thereafter without further notice."*
6. On or about 31 March 2008 the Plaintiff as Chargee and the Defendants as Chargors executed a Variation of Charge (Held over 13D 110) ("the Second Charge") in respect of Parcel 332.
7. The Second Charge dated 31 March 2008 provided that:-
- 3.1 The Defendants would charge their interest in Parcel 332 in order to secure payment of the principal sum of CI\$439,393.40 ("the Principal Sum").
- 3.2 Interest on the Principal Sum would accrue at the rate of 9.75% per annum on the reducing balance.
8. The Second Charge dated 31 March 2008 also provided that:
- "Section 72 of the Registered Land Law (2004 Revision) shall be varied in respect of this Charge and of any instrument or variation executed pursuant to this Charge, so as to entitle the Chargee immediately upon default by the Chargor in payment of the principal sum or any interest payable hereunder (as defined by Section 64(2) of the Registered Land Law (2004 Revision) or in the performance or observance of any agreement, expressed or implied herein to*
- a. *appoint a receiver of the income of the Charged Property; or*
- b. *sell the Charged Property to private treaty as well as by public auction; or*
- c. *foreclose or enter into possession of the Charged Property; or*
- d. *in the event that the Chargee does appoint a receiver or enters into possession of the Charged Property, exercise its powers of sale or foreclosure or appointment of a receiver at any time thereafter without further notice."*
9. From or since September 2011 the Defendants have failed to make the monthly instalments due in respect of the Principal Sum loaned and in respect of interest.
10. By letters dated 24 January 2012 and served on the Defendants on 31 January 2012 Messrs. Ritch & Conolly, as Attorneys for the Plaintiff, served notice on the

Defendants pursuant to the provisions of Section 64(2) and Section 72(1) of the Registered Land Law (2004 Revision) indicating that the sum secured by the Legal Charges was repayable three months after the service of the notices.

11. Since service of the section 64(2) and section 72(1) notices the Defendants have not made payments in respect of the Principal Sum outstanding and/or interest sufficient to bring the account up to date.
12. The Registered Land Law (2004 Revision) provides that once a notice of demand has been served pursuant to Section 64(2) the total amount of outstanding principal and interest becomes due and payable three months after service of that notice. The Plaintiff avers that the letters to the Defendant dated 24 January 2012 and served on the Defendant on 31 January 2012 constitute such notices pursuant to Section 64(2).
13. The Registered Land Law (2004 Revision) by virtue of Section 72(1) provides that once there is a default in the payment of principal, or any other periodical payments and if such default continues for three months, the Chargee may serve on the Chargor notice in writing to pay the money owing, or to perform and observe the terms of the Legal Charge, as the case may be.
14. The Registered Land Law (2004 Revision) by virtue of Section 72(2) provides that if a Chargor has not complied, within three months after the date of service of the notice served on him under Section 72(1), the Chargee may sell the Charged Property. Therefore, on and since 1 May 2012, that is, three months after the service of the notices on the Defendants, there has accrued a right to the Plaintiff to sell Parcels 110 and 332 and the Plaintiff seeks an order that it may do so.
15. In the premises, the Plaintiff seeks an order pursuant to the provisions of the Registered Land Law (2004 Revision) that:-
 - 11.1 an order for possession be made in terms that the Plaintiff be at liberty to sell Parcels 110 and 332 either by public auction or private treaty.
 - 11.2 the Plaintiff have leave pursuant to Grand Court Rules Order 45 Rule 3(1) and (2) to issue a Writ of Possession in respect of Parcels 110 and 332.

16. The Plaintiff also seeks an order that if after any sale of the Parcels 110 and 332 there should be any shortfall in the amount due and owing to the Plaintiff, the Plaintiff be at liberty to enter Judgment for the said shortfall, together with interest and costs.

Dated this 16 day of November 2012



RITCH & CONOLLY
Attorneys for the Plaintiff

If the Defendant does not acknowledge service, judgement may be given, or made against, or in relation to him, as the Court may think just and expedient.

NOTE: This Summons may not be served later than 4 calendar months (*or if leave is required to effect Notice out of the jurisdiction, 6 months*) beginning with that date, unless renewed by Order of the Court.

IMPORTANT:

Directions for acknowledgement of service are given with the accompanying forms.-

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AND IN THE MATTER OF GEORGE TOWN CENTRAL, BLOCK 13D, PARCEL
110

AND IN THE MATTER OF SPOTTS, BLOCK 24E, PARCEL 332

BETWEEN:

THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION
CO-OPERATIVE CREDIT UNION LIMITED

PLAINTIFF

AND

VICTOR MORRIS JENNINGS

FIRST DEFENDANT

LEAH M. JENNINGS

SECOND DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING 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**.

-
1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged.
-
2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)
 yes no
-

Service of the Originating Summons is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

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.

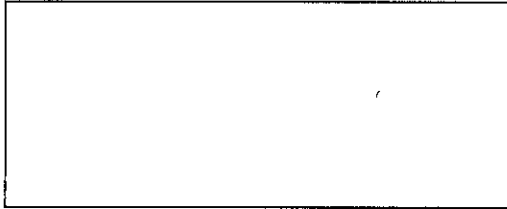
Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered 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.

EDWIN GOMEZ
Ritch & Conolly
Queensgate House
113 South Church Street
PO Box 1994
Grand Cayman KY1-1104

Ref: 12405

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

A large, empty rectangular box with a thin black border, intended for the defendant's attorney or the defendant to provide their name, address, and reference.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF ORIGINATING SUMMONS

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.

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.