

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 152 OF 2018

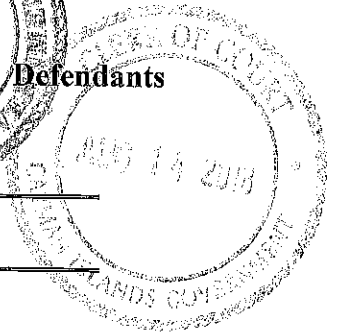
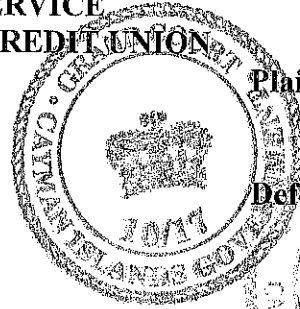
IN THE MATTER OF THE REGISTERED LAND LAW (2018 REVISION)

BETWEEN: THE CAYMAN ISLANDS CIVIL SERVICE
ASSOCIATION CO-OPERATIVE CREDIT UNION

Plaintiff

AND CHARLES MYRIE
NELIA EBANKS

Defendants



ORIGINATING SUMMONS

TO: Charles Myrie and Nelia Ebanks of 17 Getsamay Lane, West Bay, Grand Cayman, Cayman Islands

LET THE DEFENDANTS, Charles Myrie and Nelia Ebanks, within 14 days after service of this Summons on them, 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 "Credit Union"), the Plaintiff seeks relief pursuant to the provisions of the Registered Land Law (2018 Revision) as follows:

1. On 27 February 2014 the Defendants, members of the Plaintiff Credit Union, applied to the Plaintiff for a loan totalling CI\$57,859.34.
2. The Plaintiff and Defendants executed the Loan Agreement on 27 February 2014. The loan of CI\$57,859.34 was to be repaid by 72 monthly instalments of CI\$980.00 and was secured by a Variation of Charge over the property registered in the name of the Defendants at the Lands and Survey Department as Registration Section: West Bay North West, Block 4B, Parcel 485 (the "Property").

3. The Property was at all material times registered in the name of the Defendants and on 2 April 2014, the Plaintiff as Chargee, and the Defendants as Chargors, executed a Variation of Charge (the "Variation of Charge").
4. The Variation of Charge provided that:
 - a. The Plaintiff would lend, and the Defendants would borrow, the principal sum of CI\$57,859.34 (the "Principal Sum").
 - b. Interest on the Principal Sum would accrue at the rate of 6.75% per annum on the reducing balance.
 - c. The method of repayment is CI\$980.00 per month.
 - d. The term of the Charge is 72 months.
5. The Schedule to the Variation of Charge provided that Section 72 of the Registered Land Law (Revised) 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 Chargors in payment of the principal sum or any interest payable hereunder (as defined by Section 64(2) of the Registered Land Law (Revised)) 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 by 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. The Defendants failed to pay the monthly instalments due to the Plaintiff in respect of the Principal Sum loaned and in respect of interest.
7. Notices were served on each Defendant pursuant to the provisions of Section 64(2) and Section 72(1) of the Registered Land Law (Revised) (the "Notices") indicating that the sum secured by the Variation of Charge were repayable 3 months after the service of the Section 64(2) notice, and indicating that pursuant to Section 72(1) unless the balance of the sum secured by the Variation of Charge were repaid, or the loan repayments were brought up to date and thereafter the monthly sums due under the Loan Agreement were maintained, proceedings would be issued.
8. Section 153 (d) of the Registered Land Law (Revised) provides that a notice shall be deemed to have been served by displaying the notice in a prominent place on the land affected and by publishing the Notices in 3 consecutive issues of the Cayman Islands Gazette.
9. As one or more of the Defendants could not be located or otherwise served, the Notices were published in the Cayman Islands Gazette on 14 August 2017, 28 August 2017 and 11 September 2017, and displayed on a prominent place on the Property pursuant to section 153(d) of the Registered Land Law (Revised).
10. The Defendants failed to make the required payments in respect of the Principal Sum outstanding and/or interest after service of the Notices.
11. The Registered Land Law (Revised) 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 repayable 3 months after service of that notice. Therefore, the Plaintiff avers that the Notices served on the Defendants by way of publication in the Cayman Islands Gazette and displaying the

Notice on a prominent location on the Property constitutes such a notice pursuant to Section 64(2) and that the total amount outstanding is due.

12. The Registered Land Law (Revised) 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 1 month, the Chargee may serve on the Chargor notice in writing to pay the money owing, or to perform and observe the terms of the Charge, as the case may be.
13. The Registered Land Law (Revised) by virtue of Section 72(2) provides that if a Chargor has not complied, within 3 months after the date of service of the notice served on him under Section 72(1), the Chargee may sell the Charged Property. Therefore, 3 months after the service of the Notices there has accrued a right to the Plaintiff to sell the Property.
14. The Property is located on 0.35 acres of land at 17 Getsamay Lane, West Bay, Grand Cayman, Cayman Islands and consists of 2 single storey dwellings with a cumulative area of 1,952 square feet.
15. The Plaintiff is now seeking vacant possession of the Property in order that it may be sold either by public auction or by private treaty.
16. As at 8 August 2018, the Defendants owed the Plaintiff C\$26,922.17 in principal and interest and the loan was 161 days delinquent.
17. The Plaintiff has made every effort to work with the Defendants, but the Defendants are unable or unwilling to make the loan payments.
18. The Plaintiff now seeks: (a) an Order for Possession, (b) leave pursuant to Grand Court Rules O.45, r.3(1) and (2) to issue a Writ of Possession, and (c) sale of the Property.

Dated this 14 day of August, 2018


Woodward Terry & Company
Attorney for the Plaintiff

If the Defendants do not acknowledge service, judgement may be given, or made against, or in relation to them, 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.

This Originating Summons was filed by Woodward Terry & Company, Attorneys-at-Law, for and on behalf of the plaintiff whose address for service is PO Box 822, Suite # 10, 2nd Floor, Jack & Jill Building, 19 Fort Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 152 OF 2018

IN THE MATTER OF THE REGISTERED LAND LAW (2018 REVISION)

BETWEEN: THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION CO-OPERATIVE CREDIT UNION Plaintiff

AND: CHARLES MYRIE NELIA EBANKS Defendants

ACKNOWLEDGEMENT 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 the proceedings 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:

Please complete overleaf

Notes on address for service

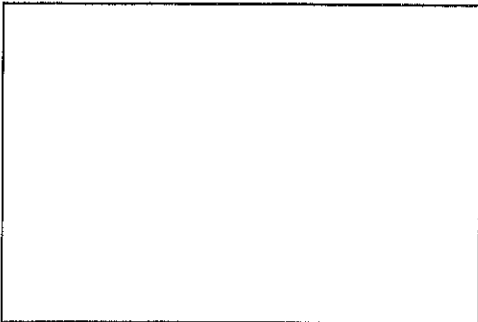
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.

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

Woodward Terry & Company
Attorneys-at-Law
PO Box 822, Suite # 10, 2nd Floor
Jack & Jill Building, 19 Fort Street
George Town, Grand Cayman
Cayman Islands
British West Indies

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



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.