



THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2023

IN THE MATTER OF THE REGISTERED LAND ACT (REVISED)

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

AND: TANEISHA MICHELIN MASON
Defendant

ORIGINATING SUMMONS

TO: Mrs. Taneisha Michelin Mason,
PO Box 1166, Grand Cayman KY1-1503, Cayman Islands

LET THE DEFENDANT, Taneisha Michelin Mason, 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 Plaintiff seeks relief pursuant to the provisions of the Registered Land Act (Revised) as follows:

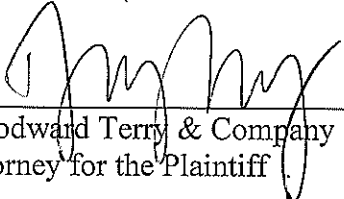
1. On 30 November 2020 the Defendant applied to the Plaintiff for a loan totalling CI\$130,000.00.
2. The Defendant accepted the Plaintiff's Offer Letter on 29 January 2021. The loan of CI\$130,000.00 was to be repaid by 240 monthly instalments of CI\$931.00 and was secured by the First Legal Charge over the property described as Bodden Town, Block 43D, Parcel 94 ("Parcel 94").

3. Parcel 94 was at all material times registered in the name of the Defendant and on 25 February 2021, the Plaintiff as Chargee, and the Defendant as Chargor, executed a Charge (the "Charge").
4. The Charge provided that:
 - a. The Plaintiff would lend, and the Defendant would borrow, the principal sum of CI\$130,000.00 (the "Principal Sum").
 - b. Interest on the Principal Sum would accrue at the rate of 5.75% per annum.
5. The Schedule to the Charge provided that Section 72 of the Registered Land Act (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 Chargor in payment of the principal sum or any interest payable hereunder (as defined by Section 64(2) of the Registered Land Act (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 Defendant 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 of the Registered Land Act (Revised) (the “Notices”) indicating that the sum secured by the Charge were repayable 3 months after the service of the Section 64(2) notice, and indicating that pursuant to Section 72 unless the balance of the sum secured by the Charge was repaid, or the loan repayments were brought up to date, proceedings would commence.
8. The Defendant failed to make the required payments in respect of the Principal Sum outstanding and/or interest after service of the Notices.
9. The Registered Land Act (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 Legal Charge, as the case may be.
10. The Registered Land Act (Revised) by virtue of Section 72(2) provides that if a Chargor has not complied within 3 months after the date of service, the Chargee may sell the Charged Property.
11. The Plaintiff is now seeking vacant possession of Parcel 94 in order that the property may be sold either by public auction or by private treaty.
12. As at 31 May 2023, the Defendant owed the Plaintiff C\$130,060.93 in principal and interest.

13. 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 Parcel 94.

Dated this 16 day of June, 2023


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.

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Plaintiff

AND: TANEISHA MICHELIN MASON

Defendant

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

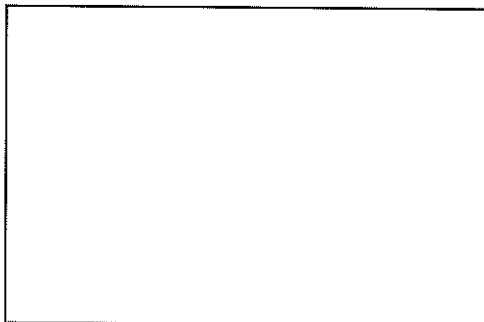
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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

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.