

IN THE GRAND COURT OF THE CAYMAN ISLANDS

IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION)

AND IN THE MATTER OF SPOTTS, BLOCK 24E, PARCEL 181

BETWEEN

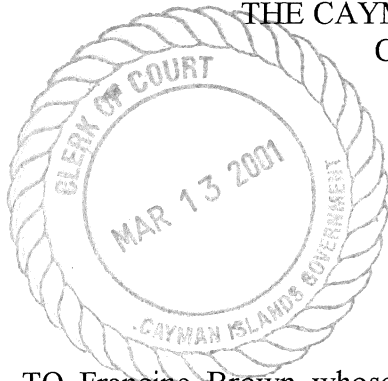
THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION  
CO-OPERATIVE CREDIT UNION LTD

PLAINTIFF

AND

FRANCINE BROWN

DEFENDANT



**ORIGINATING SUMMONS**

TO Francine Brown whose address for service is c/o PO Box 884, George Town, Grand Cayman.

**LET THE DEFENDANT** Francine Brown within 14 days after service of this Summons on her, counting the say of service, return the accompanying Acknowledgement of Service to the Courts Office, PO Box 495 GT, George Town, Grand Cayman.

**BY THIS SUMMONS** which is issued on the application of the Plaintiff, the Cayman Islands Civil Service Association Co-operative Credit Union Ltd, the Plaintiff seeks relief pursuant to the Registered Land Law (1995 Revision).

1. On 8<sup>th</sup> November 1997 Lavinia McLaughlin, a member of the Plaintiff organisation, applied to the Plaintiff for a loan in the sum of CI\$12,600.00. The loan was to be repaid by 48 monthly instalments of CI\$332.17 and was to be secured by a first Legal Charge on the land registered at the Lands & Survey Department as Spotts, Block 24E, Parcel 181 ("the Property"), the ownership of which was registered in the name of the Defendant.
2. On 10<sup>th</sup> December 1997 the Plaintiff as Chargee and the Defendant as Chargor executed a Legal Charge ("the Charge") in respect of the Property.
3. The Charge provided that:
  - 3.1 The Plaintiff would lend to Lavinia McLaughlin the principal sum of CI\$12,600.00 ("the Principal Sum").
  - 3.2 Interest on the Principal Sum would accrue at the rate of 1% per month on the reducing balance.
4. On and since July 1998 neither Lavinia McLaughlin nor the Defendant has paid the monthly instalments due in respect of the Principal Sum and interest.

5. By a letter dated 12<sup>th</sup> October 2000 and handed to the Defendant on 25<sup>th</sup> October 2000 Messrs Ritch & Conolly as Attorneys for the Plaintiff served Notice on the Defendant pursuant to Section 64 (2) of the Registered Land Law (1995 Revision) demanding payment of the balance of the Principal Sum and accrued interest.
6. By a letter also dated 12<sup>th</sup> October 2000 and handed to Lavinia McLaughlin on 25<sup>th</sup> October 2000 Messrs Ritch & Conolly as Attorneys for the Plaintiff informed Lavinia McLaughlin that proceedings were being taken against the Property and Lavinia McLaughlin was sent a copy of the Section 64 (2) Registered Land Law (1995 Revision) Notice served on the Defendant.
7. A payment of CI\$500.00 was received by the Plaintiff from Lavinia McLaughlin in July 2000 but that is the only payment that has been made either by the Defendant or Lavinia McLaughlin since July 1998.
8. The provisions of the Registered Land Law (1995 Revision) provide that once a Notice of Demand has been served pursuant to Section 64 (2) the total amount outstanding of Principal and interest becomes due and payable three months after service of that Notice. The Plaintiff avers that the letter dated 12<sup>th</sup> October 2000 and served on the Defendant on 25<sup>th</sup> October 2000 constitutes such a notice pursuant to Section 64 (2).
9. The provisions of the Registered Land Law (1995 Revision) also provide that a Chargee will then acquire the power to sell the property in question by public auction after three months have elapsed after service on the Chargor of a second Notice demanding payment. Such provisions are subject to the approval of the Court to the variation of such requirements and the Court may give leave to waive the need to serve a second notice and give leave to allow the Chargee to sell either by private sale or public auction.
10. The relief the Plaintiff seeks in these proceedings is an Order of the Court that
  - 10.1 Variations in the Charge to the provisions of the Registered Land Law (1995 Revision) be allowed so that the Plaintiff is not required to serve on the Defendant a further notice to pay the money owing or to perform and observe the provisions of the Charge.
  - 10.2 The Plaintiff be entitled to sell the Property forthwith.
  - 10.3 Such sale to be by private treaty or public auction, in good faith and have good regard to the interests of the Defendant.

Dated this 13<sup>th</sup> day of March, 2001

*Ritch & Conolly*  
Ritch & Conolly

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

**NOTE** - This Summons may not be served later than four calendar months (or if leave is required to effect service out of the jurisdiction, six months) beginning with that date unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.