

IN THE GRAND COURT OF THE CAYMAN ISLANDS
IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION)
AND IN THE MATTER OF CAYMAN BRAC EAST, BLOCK 106E, PARCEL 67

BETWEEN:

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

PLAINTIFF

AND

SUSAN H LESLIE

DEFENDANT

ORIGINATING SUMMONS

To: Susan H Leslie of and whose address for service is PO Box 197 GT, Grand Cayman

LET THE DEFENDANT Susan H Leslie within fourteen days after service of this Summons on her, counting the day 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 28th November 1999 Rene Meixner, a member of the Plaintiff Credit Union applied to the Plaintiff Credit Union for a loan in the sum of CI\$25,000.00 which, together with the balance of previous loans made to the said Rene Meixner, gave a total amount of borrowing of CI\$44,855.98. This borrowing was to be repaid by 96 monthly instalments of CI\$699.71 and was to be secured by a First Legal Charge on the land registered at the Lands & Survey Department as Cayman Brac East, Block 106E, Parcel 67 ("the Property").
2. The Property was and remains registered in the name of the Defendant and on 25th November 1999 the Plaintiff as Chargee and the Defendant as Chargor executed a Legal Charge in respect of the Property.
3. The Legal Charge dated 25th November 1999 provided that:
 - 3.1 The Plaintiff would lend to Rene Meixner and the said Rene Meixner would borrow the principal sum of CI\$44,855.98 ("the Principal Sum").

- 3.2 Interest on the principal sum would accrue at the rate of .90% per month on the reducing balance.
4. On and since December 2001 the Defendant has failed to pay the monthly instalments due in respect of the principal sum loaned and in respect of interest.
 5. By a letter dated 2nd July 2002 and handed to the Defendant on 11th July 2002 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. Neither the Defendant or the said Rene Meixner made payment of the balance of the principal sum and/or accrued interest, or any payment.
 7. The Registered Land Law (1995 Revision) provides 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 2nd July 2002 and served on the Defendant on 11th July 2002 constitutes such a notice pursuant to Section 64 (2).
 8. The Registered Land Law (1995 Revision), by virtue of Section 72 (1), also provides that once there is a default in the payment of the principal sum, or of any interest or any other periodical payment and if that default continues for one month, a 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.
 9. It is averred that default occurred one calendar month after three months had elapsed since the service of the notice pursuant to Section 64 (2). In the circumstances, as at 12th November 2002 the Plaintiff was at liberty to serve on the Defendant a notice in writing to pay the money owing.
 10. By a letter dated 18th November 2002 and handed to the Defendant on 3rd December 2002 Messrs Ritch & Conolly as Attorneys for the Plaintiff served notice on the Defendant pursuant to Section 72 (1) of the Registered Land Law (1995 Revision) demanding payment of the balance of the principal sum and accrued interest.
 11. The Registered Land Law (1995 Revision), by virtue of Section 72 (2), provides that if a Chargor has not complied within three months of the date of service, with a notice served on him under Section 72 (1) the Chargee may sell the Charged Property. Therefore, on and since 4th March 2003 there has accrued a right in favour of the Plaintiff to sell the Charged Property and the Plaintiff seeks an Order that it may do so.
 12. In the premises, the Plaintiff seeks an Order pursuant to Section 77 of the Registered Land Law (1995 Revision) that:
 - 12.1 an Order for Possession be made

12.2 the Plaintiff have leave pursuant to GCR O.45 r.3 (1) and (2) to issue a Writ of Possession in this matter in respect of the Property.

Dated this 19th day of March, 2003


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.