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CAUSE N<sup>o</sup>: OF 2003

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION)  
AND IN THE MATTER OF GEORGE TOWN CENTRAL, BLOCK 13D, PARCEL 291  
BETWEEN:



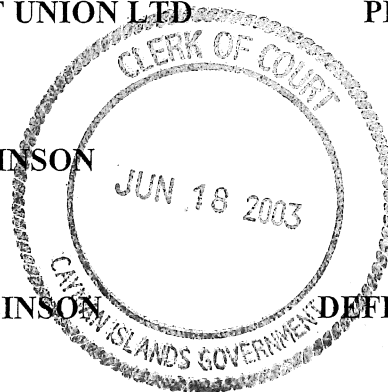
THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION  
CO-OPERATIVE CREDIT UNION LTD PLAINTIFF

AND

CAROL SUE ROBINSON

AND

KELSY JOHN ROBINSON DEFENDANTS



ORIGINATING SUMMONS

To: Carol Sue Robinson and Kelsy John Robinson of and whose address for service is PO Box 147 GT, Grand Cayman

**LET THE DEFENDANTS** Carol Sue Robinson and Kelsy John Robinson within 14 days after service of this Summons on them, 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 provisions of the Registered Land Law (1995 Revision).

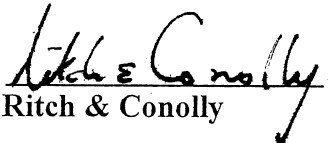
1. On 5<sup>th</sup> March 1999 the second named Defendant, Kelsy Robinson, a member of the Plaintiff Credit Union, applied to the Plaintiff for a loan in the sum of CI\$8,050.00 which, together with the balance of previous loans made to the said second named Defendant, gave a total amount of borrowing of CI\$11,234.16. This borrowing was to be repaid by 30 monthly payments of CI\$321.46 and was to be secured by a first Legal Charge on the land registered at the Lands & Survey Department as George Town Central, Block 13D, Parcel 291("the Property").

2. The Property was at all material times registered in the name of the first named Defendant and the second named Defendant and on 14<sup>th</sup> April 1999 the Plaintiff as Chargee and the first named Defendant and the second named Defendant as Chargors, executed a Legal Charge in respect of the Property.
3. The Legal Charge dated 14<sup>th</sup> April 1999 provided that:
  - 3.1 The Plaintiff would lend to the first named Defendant and the second named Defendant and the first named Defendant and the second named Defendant would borrow the principal sum of CI\$11,234.16 (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 2000 the first named Defendant and the second named Defendant have failed to pay the monthly installments due in respect of the Principal Sum loaned and in respect of interest.
5. The Registered Land Law (1995 Revision) provides that

*"s.64 (2) A date for the repayment of the money secured by a charge may be specified in the charge instrument and, where no such date is specified or repayment is not demanded by the chargee on the date specified, the money shall be deemed to be repayable three months after the service of a demand in writing by the chargee".*
6. By a letter dated 29<sup>th</sup> July 2002 and handed to the first named Defendant on 18<sup>th</sup> October 2002 and by a letter also dated 29<sup>th</sup> July 2002 and handed to the second named Defendant on 18<sup>th</sup> October 2002 Messrs Ritch & Conolly as Attorneys for the Plaintiff served Notices on the first named Defendant and the second named Defendant pursuant to the provisions of Section 64 (2) of the Registered Land Law (1995 Revision) demanding payment of the balance of the Principal Sum and accrued interest.
7. Neither the first named Defendant or the second named Defendant made payment of the balance of the Principal Sum and/or accrued interest or any payments.
8. The Plaintiff avers that the letters dated 29<sup>th</sup> July 2002 and served on the Defendants on 18<sup>th</sup> October 2002 constituted a demand in writing pursuant to Section 64 (2) and that the amount outstanding became due on 18<sup>th</sup> January 2003.
9. 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.

10. It is averred that default occurred one calendar month after three months had elapsed since the service of the Notices pursuant to Section 64 (2). In the circumstances, as at 19<sup>th</sup> February 2003 the Plaintiff was at liberty to serve on the Defendants a notice in writing to pay the money owing.
11. By a letter dated 24<sup>th</sup> February 2003 and handed to the first named Defendant on 25<sup>th</sup> February 2003 and by a letter also dated 24<sup>th</sup> February 2003 and handed to the second named Defendant on 3<sup>rd</sup> March 2003, Messrs Ritch & Conolly as Attorneys for the Plaintiff served notice on the Defendants pursuant to Section 72 (1) of the Registered Land Law (1995 Revision) demanding payment of the balance of the Principal Sum and accrued interest.
12. 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 4<sup>th</sup> June 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.
13. In the premises, the Plaintiff seeks an Order pursuant to Section 77 of the Registered Land Law (1995 Revision) that:
  - 13.1 An Order for Possession be made.
  - 13.2 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 **18** day of June 2003

  
Ritch & Conolly

If the Defendant does not acknowledge service, judgement may be given or made against him or in relation to him 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.

This Originating Summons was issued by Messrs Ritch & Conolly as Attorneys-at-Law for the Plaintiff and whose address for service is PO Box 1994GT, Queensgate House, 113 South Church Street, Grand Cayman, B.W.I.