

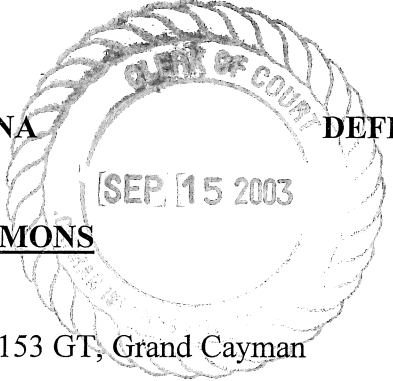
IN THE GRAND COURT OF THE CAYMAN ISLANDS
IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION)
AND IN THE MATTER OF SAVANNAH, BLOCK 27C, PARCEL 631
BETWEEN:

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



AND

DIANNE VARONA DEFENDANT



ORIGINATING SUMMONS

TO: DIANNE VARONA whose address is PO Box 2153 GT, Grand Cayman

LET THE DEFENDANT Dianne Varona within 14 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 provisions of the Registered Land Law (1995 Revision).

1. On 25th April 1996 the Defendant, a member of the Plaintiff Credit Union, applied to the Plaintiff for a loan in the sum of CI\$30,000.00 which, together with the balance of previous loans made to the Defendant, gave a total amount of borrowing of CI\$30,959.86. This borrowing was to be repaid by 96 monthly payments of CI\$504.18 and was to be secured by a First Legal Charge on the land registered at the Lands & Survey Department as Savannah, Block 27C, Parcel 631 ("Parcel 631").

2. Parcel 631 was at all material times registered in the name of the Defendant and on 10th July 1996 the Plaintiff as Chargee and the Defendant as Chargor executed a Legal Charge in respect of Parcel 631.
3. The Legal Charge dated 10th July 1996 provided that:
 - 3.1 The Plaintiff would lend to the Defendant and the Defendant would borrow the principal sum of CI\$30,959.86.
 - 3.2 Interest on that amount would accrue at the rate of 1% per month on the reducing balance.
4. On 7th October 1998 the Defendant applied to the Plaintiff for a loan in the sum of CI\$3,550.00 which, together with the balance of previous loans made to the Defendant, gave a total amount of borrowing of CI\$33,259.06. This borrowing was to be repaid by 84 monthly payments of CI\$588.15 and was to be secured by a Variation of the Legal Charge registered against Parcel 631 and dated 10th July 1996.
5. On 14th October 1998 the Plaintiff as Chargee and the Defendant as Chargor executed a Variation of Charge in respect of Parcel 631 and the Variation provided that:
 - 5.1 The Principal Sum would be varied from CI\$30,959.86 by CI\$2,299.20 to CI\$33,259.06;
 - 5.2 Interest on the amount borrowed would accrue at the rate of 1% per month on the reducing balance.
6. On 26th April 1999 the Defendant applied to the Plaintiff for a loan in the sum of CI\$2,500.00 which, together with the balance of previous loans made to the Defendant, gave a total amount of borrowing of CI\$33,789.17. This borrowing was to be repaid by 81 monthly payments of CI\$589.25 and was to be secured by a further Variation of the

Legal Charge registered against Parcel 631 and dated 10th July 1996, as varied on 14th October 1998.

7. On 28th April 1999 the Plaintiff as Chargee and the Defendant as Chargor executed a Variation of Charge in respect of Parcel 631 and the Variation of Charge dated 28th April 1999 provided that:

- 7.1 The Principal Sum is varied from CI\$32,259.06 by CI\$530.11 to CI\$33,789.17;

- 7.2 Interest on that sum would accrue at the rate of .09% per month on the reducing balance.

8. On and since September 2001 the Defendant has failed to pay the monthly installments due in respect of the sums loaned and in respect of interest.

9. The Registered Land Law (1995 Revision) provides

"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".

10. By a letter dated 30th January 2002 and handed to the Defendant on 30th May 2002 Messrs Ritch & Conolly as Attorneys for the Plaintiff served a Notice on the Defendant pursuant to the provision of Section 62 (2) of the Registered Land Law (1995 Revision) demanding payment of the balance of the Principal Sum outstanding and accrued interest.

11. The Defendant did not make payment of the balance of the Principal Sum outstanding and/or accrued interest or any payments.

12. The Plaintiff avers that the letter dated 30th January 2002 and served on the Defendant on 30th May 2002 constituted a demand in writing pursuant to Section 64 (2) and that the amount outstanding became due on 31st August 2002.

13. The Registered Land Law (1995 Revision) also provides that

"s.72 (1) If default is made in payment of the principal sum or of any interest or any other periodical payment or of any part thereof, or in the performance or observance of any agreement expressed or implied in any charge, and continues for one month, the chargee may serve on the chargor notice in writing to pay the money owing or to perform and observe the agreement as the case may be".

14. The Plaintiff avers that a notice in writing to pay the money owing pursuant to Section 72 (1) of the Registered Land Law (1995 Revision) could be served on the Defendant on or after 30th September 2002.

15. By a letter dated 12th March 2003 and handed to the Defendant on 25th April 2003 Messrs Ritch & Conolly as Attorneys for the Plaintiff served a 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.

16. 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 service on him under Section 72 (1) the Chargee may sell the Charged Property. Therefore, on and since 26th July 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.

17. In the premises, the Plaintiff seeks an Order pursuant to Section 77 of the Registered Land Law (1995 Revision) that:

17.1 An Order for Possession be made.

17.2 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 15th day of September 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.

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

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AND

DIANNE VARONA 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 (*tick appropriate box*)

yes

no

Service of the Originating Summons is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

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 principal office.

Please complete overleaf

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

Ritch & Conolly
PO Box 1994 GT
Queensgate House
113 South Church Street
Grand Cayman

Ref: RHJ/CICSA/Varona-8611

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

[Empty box for Defendant's Attorney indorsement]

Acknowledgement of service of Originating Summons (O.10, r.5)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF ORIGINATING SUMMONS

The accompanying form of *Acknowledgement 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 GT, George Town, Grand Cayman..

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, an Originating Summons served on the Defendant personally is treated as having been served on the day it was delivered to him/her.
3. Where the Defendant is sued in a name different from his own, the form must be completed by them with the addition in paragraph 1 of the words “sued as (*the name stated on the Originating Summons*)”.
4. 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/her name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THEIR OWN, the form must be completed by him/her with the addition in paragraph 1 of the description “trading as (.)” after his/her name.
6. 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.

Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.

7. A Defendant acting in person may obtain help in completing the form at the Courts Office.