

IN THE GRAND COURT OF THE CAYMAN ISLANDS

IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION)  
AND IN THE MATTER OF BODDEN TOWN, BLOCK 43E, PARCEL 54

BETWEEN:

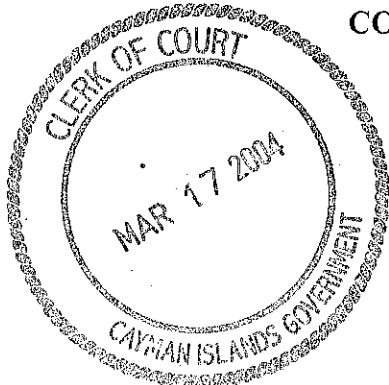
CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION  
CO-OPERATIVE CREDIT UNION LTD

PLAINTIFF

AND:

AINSWORTH D'HUE

DEFENDANT



ORIGINATING SUMMONS

**TO:** Ainsworth D'Hue of PO Box 11322 APO, Grand Cayman

**LET THE DEFENDANT**, Ainsworth D'Hue, within 14 days after service of this Summons on him, counting the day of service, return the accompanying Acknowledgement of Service to the Court Office, PO Box 495 GT, George Town, Grand Cayman.

**BY THIS SUMMONS** which is issued on 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 3 May 1999 the Defendant, Ainsworth D'Hue, a member of the Plaintiff Credit Union, applied to the Plaintiff Credit Union for a loan in the sum of \$12,050.00 which, together with the balance of previous loans made to the Defendant, give a total amount of borrowing of CI\$27,005.99. This borrowing was to be repaid by 42 monthly instalments of \$774.92 and was to be secured by a first Legal Charge on the land registered at Bodden Town, Block 43E, Parcel 54 ("the Property")
2. The Property was and remains registered in the name of the Defendant and on 6 May 1999 the Plaintiff as Chargee and the Defendant as Chargor executed a Legal Charge in respect of the Property.
3. The Legal Charge dated 6 May 1999 provided that:
  - 3.1 The Plaintiff would lend and the Defendant would borrow the principal sum of CI\$27,005.99.
  - 3.2 Interest on the principal sum would accrue at the rate of 10.75% per annum on the reducing balance.

4. On 16 June 2000 the Defendant applied to the Plaintiff Credit Union for a further loan in the sum of \$26,500.00 which, together with the balance of his then outstanding loan, gave a total amount of borrowing of C\$46,281.93. This borrowing was to be repaid by 96 monthly instalments of \$752.18 and was to be secured by a Variation of Charge registered against the property.
5. On 21 June 2000 the Plaintiff as Chargee and the Defendant as Chargor executed a Variation of Charge in respect of the Property.
6. The Variation of Charge dated 21 June 2000 provided that:
  - 6.1 The principal sum borrowed by the Defendant would be varied from C\$27,005.99 to C\$46,281.93.
  - 6.2 Interest on the varied principal sum would accrue at the rate of 1% per month on the reducing balance.
7. On and since May 2002 the Defendant has failed to pay the monthly instalments due in respect of the principal sum loaned and in respect of interest.
8. By a letter dated 26 June 2003 and served on the Defendant on 26 June 2003, 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.
9. The Defendant did not make any payment in respect of the balance of the principal sum and/or accrued interest, or any payment.
10. 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 26 June 2003 and served on the Defendant on 26 June 2003 constitutes such a Notice pursuant to Section 64(2).
11. The Registered Land Law (1995 Revision) by virtue of Section 72(1) also provides that once there is default in the payment of principal, or of any interest, or any other periodical payments 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.
12. 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 27 October 2003 the Plaintiff was at liberty to serve on the Defendant a further notice in writing to pay the money owing.
13. By a letter dated 5 November 2003 and served on the Defendant on 21 November 2003, 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.

14. 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 22 February 2004 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.
15. In the premises, the Plaintiff seeks an Order pursuant to Section 77 of the Registered Land Law (1995 Revision) that:
  - 15.1 An Order for possession be made.
  - 15.2 The Plaintiff have leave pursuant to Grand Court Rules Order 45, Rule 3(1) and (2) to issue a Writ of Possession in this matter in respect of the Property
16. The Plaintiff also seeks an Order that if after any sale of the Property, should there be any shortfall in the amount due and owing to the Plaintiff, that the Plaintiff be at liberty to enter judgment for the said shortfall, together with interest and costs.

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

Dated this 17<sup>th</sup> day of March 2004.

  
Ritch & Conolly

**NOTE:** This Summons may not be served later than 4 calendar months (*or if leave is required to effect service 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 form.

This Originating Summons was issued by Messrs Ritch & Conolly, Attorneys-at-Law for the Plaintiff, whose address for service is PO Box 1994 GT, Queensgate House, 113 South Church Street, George Town, Grand Cayman, BWI

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BETWEEN:

CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION  
CO-OPERATIVE CREDIT UNION LTD

PLAINTIFF

AND:

AINSWORTH D'HUE

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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged.

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2. State whether the Defendant intends to contest or otherwise participate in the proceedings  
(tick appropriate box)

Yes

No

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Service of the Originating Summons is acknowledged accordingly.

(Signed) .....  
[Attorney] for  
[Defendant in person]  
Address for service:

*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.

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

Ritch & Conolly  
PO Box 1994 GT  
Queensgate House  
113 South Church Street  
George Town, Grand Cayman  
Cayman Islands, BWI

REF: RHJ/CICSA/D'Hue

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



No. 9

**Acknowledgment of service of originating summons (O.10, r.5)**

**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, PO Box 495 GT, George Town, Grand Cayman.

**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.