

CAUSE NO. <sup>507</sup> OF 2005

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

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

**AND IN THE MATTER OF WEST BAY NORTH WEST, BLOCK 4E, PARCEL 547**

**BETWEEN:**

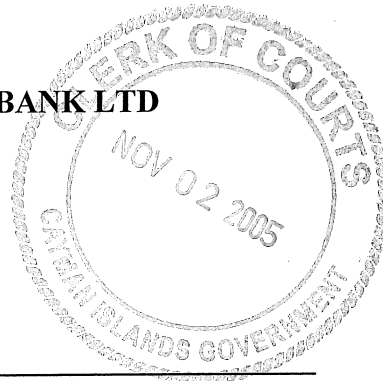
**CAYMAN NATIONAL BANK LTD**

**PLAINTIFF**

**AND:**

**DORA L. EBANKS**

**DEFENDANT**



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**ORIGINATING SUMMONS**

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**TO: Dora L. Ebanks whose address for service is PO Box 237, West Bay, Grand Cayman.**

**LET THE DEFENDANT, Dora L. Ebanks, within 14 days after service of this Summons on her, counting the day of service, return the accompanying acknowledgement of service to the Court office, P. O. Box 495 GT, George Town, Grand Cayman.**

**BY THIS SUMMONS** which is issued on application of the Plaintiff, Cayman National Bank Ltd of Cayman National Building, Elgin Avenue, PO Box 1097, Grand Cayman, the Plaintiff claims against the Defendant relief pursuant to the Registered Land Law (1995 Revision) as follows: -

1. On 13<sup>th</sup> September 1991 the Plaintiff as Chargee and the Defendant as Chargor executed a Legal Charge ("the Legal Charge") and a Collateral Charge in respect of the land registered at the Lands and Survey Department as West Bay North West, Block 4E, Parcel 547 ("the Property").

2. The Charge provides, inter alia, that:
  - 2.1 The Plaintiff would lend and the Defendant would borrow the principal sum of Ninety Seven Thousand Cayman Islands Dollars (CI\$97,000.00) ("the principal sum"), which was to be secured as a charge on the Property.
  - 2.2 Interest on the principal sum will accrue on the overdraft facilities at the rate of 6% per annum above the Cayman Islands Dollar base rate as determined by the Plaintiff from time to time and on the loan facilities at the rate of 4% per annum above the Cayman Islands Dollar base rate as determined by the Plaintiff from time to time.
  - 2.3 The Defendant will repay to the Plaintiff on demand the principal sum together with any interest then due. Pending such demand, the Defendant will repay to the Plaintiff such monthly or other sums, as the Plaintiff shall from time to time specify.
  - 2.4 Immediately upon default by the Defendants in payment of the principal sum, or of any interest payable thereunder, or in the performance or observance of any agreement, expressed or implied therein, the Plaintiff will be entitled to serve a notice on the Chargor in writing to pay the money owing or to perform and observe the agreement as the case may be, and if the Chargor does not comply within one month of the date of service of such notice the Chargee may appoint a Receiver of the income of the property or sell the property by private treaty as well as by public auction, without further notice.
3. In or about December 2003 the Defendant failed to pay the monthly instalments due in respect of the principal sum and interest and failed to make any subsequent payments of either principal or interest.
4. By a letter dated 12<sup>th</sup> January 2004 sent by registered post to the Defendant, the Plaintiff duly served Notice on the Defendant pursuant to Section 72 of the Registered Land Law (1995 Revision) demanding payment of the balance of the principal sum and accrued interest which, as at that date, amounted to CI\$97,000.00 (principal) and CI\$10,336.76 (interest and other charges).
5. The Defendant has made several payments since service of the Notice. However, as at today's date the Defendant's arrears amount to CI\$5,901.00. The principal debt outstanding is CI\$51,323.51.

6. Section 72 of the Registered Land Law (1995 Revision) provides that if default is made in payment of the principal sum, or any interest, and continues for one month, the Chargee will then acquire a power to sell the property by public auction after three months have elapsed, from service on the Chargor of a second notice demanding payment. Such provisions are subject to variation with the approval of the Court to allow the Chargee to sell by either private sale or public auction, and to serve a second shorter notice period. The Legal Charge in this action contains such a provision at Clause 7 as described in paragraph 2.4 above.
7. The relief the Plaintiff therefore seeks in these proceedings is an Order of the Court that:
  - 7.1 The variations in the Plaintiff's charge to the provisions of the Registered Land Law (1995 Revision) be allowed.
  - 7.2 The Plaintiff be entitled to sell the Defendant's property by either private treaty or public auction in good faith and having regard to the interests of the Defendant and this Honourable Court do give directions as to the sale price of the property.
  - 7.3 The Plaintiff be entitled to vacant possession of the property.
8. Any further relief this Honourable Court may deem appropriate.

Dated the 2nd day of November 2005

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**RITCH & CONOLLY**  
**Attorneys for the Plaintiffs**

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

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

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AND IN THE MATTER OF WEST BAY NORTH WEST, BLOCK 4E, PARCEL 547

BETWEEN:

CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND:

DORA L. EBANKS

DEFENDANT

ACKNOWLEDGMENT 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 or otherwise participate in the proceedings (tick appropriate box)

yes

no

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 principal office.

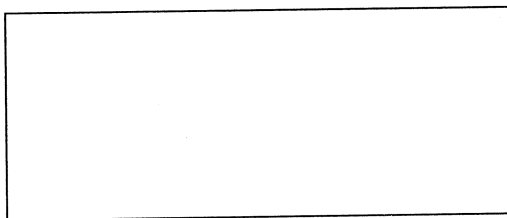
Please complete overleaf

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

Messrs. Ritch & Conolly  
PO Box 1994 GT  
Grand Cayman

Ref: AHP/CNB/Dora L. Ebanks/9907

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



**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, 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 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.