

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 424 OF 2007

IN THE MATTER OF THE REGISTERED LAND LAW (2004 REVISION)

AND IN THE MATTER OF LOWER VALLEY, BLOCK 37A, PARCEL 2

BETWEEN:

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

PLAINTIFF

AND

EMMELINE MINZET

DEFENDANT

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ORIGINATING SUMMONS

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**TO: EMMELINE MINZET of PO Box 105, Grand Cayman KY1-1601**

**LET THE DEFENDANT**, Emmeline Minzet, within 14 days after service of this Summons on her, counting the day of service, return the accompanying Acknowledgement of Service to the Court's Office, P.O. Box 495, George Town, Grand Cayman KY1-1106.

**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 (2004 Revision).

1. In or about August 2003 Michelle James, a member of the Plaintiff Credit Union, applied to the Plaintiff for a loan in the sum of CI\$53,625.29. This borrowing was to be re-paid by 120 monthly payments of CI\$701.28 and was to be secured by a Variation of Charge on the land registered at the Lands & Survey Department as Lower Valley, Block 37A, Parcel 2 ("the Property").
2. The Property was at all material times registered in the name of Emmeline Minzet, and on 27<sup>th</sup> August 2003 the Plaintiff as Chargee and the Defendant as Chargor executed a Variation of Charge in respect of the Property.

3. The Variation of Charge dated 27<sup>th</sup> August 2003 provided that:
  - 3.1 The Plaintiff would lend and the Defendant would borrow the additional sum of CI\$5,182.36 to give a total amount secured of CI\$53,625.29 (“the Principal Sum”).
  - 3.2 Interest on the Principal Sum would accrue at the rate of 0.81% per month on the reducing balance.
4. Since or before March 2006 the said Michelle James has failed to pay the monthly instalments due in respect of the Principal Sum loaned and in respect of interest.
5. By letters dated 3<sup>rd</sup> May 2006 and served on the Defendant on 13<sup>th</sup> May 2006, Messrs Ritch & Conolly as attorneys for the Plaintiff served notice on the Defendant pursuant to the provisions of Section 64(2) and Section 72(1) of the Registered Land Law (2004 Revision) indicating that the sum secured by the Variation of Charge was repayable three months after the service of the Section 64(2) Notice and indicating that pursuant to Section 72(1) unless the balance of the sum secured by the Variation of Charge was repaid, or the loan repayments were brought up to date and thereafter the monthly sums due under the Loan Agreement were maintained, proceedings would be taken.
6. Since service of the Section 64(2) and Section 72(1) Notices the Defendant and/or the said Michelle James have failed to make the required payments in respect of the Principal Sum outstanding and/or interest.
7. The Registered Land Law (2004 Revision) provides that once a notice of demand has been served pursuant to Section 64(2) the total amount of outstanding principal and interest becomes due and payable three months after service of that notice. Therefore the Plaintiff avers that the letter dated 3<sup>rd</sup> May 2006 and served on the Defendant on 13<sup>th</sup> May 2006 constitutes such a Notice pursuant to Section 64(2) and that the total amount outstanding became due on 13<sup>th</sup> August 2006.
8. The Registered Land Law (2004 Revision) by virtue of Section 72(1), provides that once there is a default in the payment of principal, or any other periodical payments and if such default continues for three months, the 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. The Registered Land Law (2004 Revision) by virtue of Section 72(2), provides that if a Chargor has not complied within three months after the date of service of the notice served on him under Section 72(1) the Chargee may sell the Charged Property. Therefore, on or since 13<sup>th</sup> August 2006 there has accrued a right in favour of the Plaintiff to sell the Property and the Plaintiff seeks an Order that it may do so.
10. In the premises, the Plaintiff seeks an Order pursuant to the provisions the Registered Land Law (2004 Revision) that:

- 10.1 An Order for possession be made.
- 10.2 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.
11. 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, judgment may be given, or Order made against, or in relation to her, as the Court may think just and expedient.

Dated the 19<sup>th</sup> day of September 2007.

  
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**RITCH & CONOLLY**  
Attorneys-at-Law  
for the Plaintiff

**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 form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 424 OF 2006

IN THE MATTER OF THE REGISTERED LAND LAW (2004 REVISION)

AND IN THE MATTER OF LOWER VALLEY BLOCK 38D PARCEL 47

BETWEEN:

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

PLAINTIFF

AND

EMMELINE MINZETT

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 Defendants are 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.

*Endorsement 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  
Attorneys-at-Law  
Queensgate House  
PO Box 1994 GT  
113 South Church Street  
George Town, Grand Cayman  
Cayman Islands, BWI

RHJ/ 10244/CICSA v Michelle James

*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, George Town, Grand Cayman KY1-1106.

### **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.