

IN THE GRAND COURT OF THE CAYMAN ISLANDS

423
CAUSE NO. OF 2007

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

AND IN THE MATTER OF CAYMAN BRAC EAST, BLOCK 106E, PARCEL 68

BETWEEN:

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

PLAINTIFF

AND

OLIVINE SOLOMON

DEFENDANT

ORIGINATING SUMMONS

TO: Olivine Solomon of PO Box 766, 99 Periwinkle Drive, Midland Acres, Grand Cayman KY1-1103

LET THE DEFENDANT, Olivine Solomon, 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, PO 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 Limited, the Plaintiff seeks relief pursuant to the provisions of the Registered Land Law (2004 Revision) as follows:-

1. In or about June 2003 Eugene Solomon, a member of the Plaintiff Credit Union, applied to the Plaintiff for a loan in the sum of CI\$6,833.00, of which sum CI\$3,582.00 was to be secured by a Second Charge over the property registered at the Lands and Survey Department as Cayman Brac East, Block 106E, Parcel 68 ("the Property") and this borrowing was to be repaid by 94 monthly instalments of CI\$106.43.
2. The Property was at all material times registered in the name of the Defendant, Olivine Solomon, and on 13th June 2003 the Plaintiff as Chargee and the

Defendant as Chargor executed a Second Charge ("the Second Legal Charge") in respect of the Property.

3. The Second Legal Charge dated 13th June 2003 provided that:-
 - 3.1 The Plaintiff would lend and the Defendant would borrow the principal sum of CI\$3,583.00 ("the Principal Sum").
 - 3.2 Interest on the Principal Sum would accrue at the rate of 9.75% per month on the reducing balance.
4. Since or before October 2003 the said Eugene Solomon has failed to pay the required monthly instalments due in respect of the Principal Sum loaned and in respect of interest.
5. By letters dated 17th November 2003 and served on the Defendant and on the said Eugene Solomon on 22nd May 2007 Messrs. Ritch & Conolly, as Attorneys for the Plaintiff, served notices on the Defendant and on the said Eugene Solomon 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 Legal 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 Legal 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 issued.
6. Since service of the Section 64(2) and Section 72(1) notices the Defendant and/or the said Eugene Solomon 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 repayable three months after service of that notice. Therefore, the Plaintiff avers that the letter dated 17th November 2006 and served on the Defendant on 22nd May 2007 constitutes such a notice pursuant to Section 64(2) and that the total amount outstanding became due on 22nd August 2007.
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 and since 22nd August 2007 there has accrued a right to the Plaintiff to sell the Property and the Plaintiff seeks an order that it may do so.

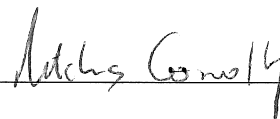
10. In the premises, the Plaintiff seeks an order pursuant to the provisions of the Registered Land Law (2004 Revision) that:-

14.1 an order for possession be made;

14.2 the Plaintiff have leave pursuant to Grand Court Rules Order 45 Rule 3(1) and (2) to issue a Writ of Possession in respect of the Property.

11. The Plaintiff also seeks an order that if after any sale of the Property there should be any shortfall in the amount due and owing to the Plaintiff, the Plaintiff be at liberty to enter Judgment for the said shortfall, together with interest and costs.

Dated this 19th day of September 2007



RITCH & CONOLLY
Attorneys for the Plaintiff

If the Defendant does not acknowledge service, judgement may be given, or made against, or in relation to her, 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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**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:

Please complete overleaf

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.

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
Grand Cayman KY1-1104

Ref: RJH/10537/CICSA-Solomon, Eugene

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.