

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 0199 OF 2008

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

AND IN THE MATTER OF SPOTTS, BLOCK 25B, PARCEL 159

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK



AND

GLENVILLE ANTHONY HODGSON
BARBARA ELAINE HODGSON



ORIGINATING SUMMONS

TO: GLENVILLE ANTHONY HODGSON of PO Box 2057, Grand
Cayman KY1-1105

AND TO: BARBARA ELAINE HODGSON of PO Box 2057, Grand Cayman
KY1-1105

LET THE DEFENDANTS, Glenville Anthony Hodgson and Barbara Elaine Hodgson, within 14 days after service of this Summons on them, 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, Cayman Islands Development Bank, the Plaintiff seeks relief pursuant to the provisions of the Registered Land Law (2004 Revision).

1. In or about January 2003 Glenville Anthony Hodgson applied to the Plaintiff for a loan in the sum of CI\$133,022.80. This borrowing was to be re-paid by monthly

- repayments of CI\$1,846.87 and was to be secured by a Legal Charge on the land registered at the Lands & Survey Department as Spots, Block 25B, Parcel 159 (“the Property”).
2. The Property was at all material times registered in the name of Glenville Anthony Hodgson and on 16th March 2005 the Plaintiff as Chargee and Glenville Anthony Hodgson as Chargor executed a Legal Charge (“the Charge”) in respect of the Property.
 3. The Charge dated 16th March 2005 provided that:
 - 3.1 The Plaintiff would lend and Glenville Anthony Hodgson would borrow the sum of CI\$133,022.80 (“the Principal Sum”).
 - 3.2 Interest on the Principal Sum would accrue at the rate of 7.50% per annum.
 4. Subsequently on or about 5th September 2005 Glenville Anthony Hodgson executed a Variation of Charge whereby it was provided the principal sum would be decreased by CI\$16,022.80 to total CI\$117,000.00 and increased by CI\$60,000.00 to total CI\$177,000.00. The interest rate was increased to 8.75% per annum.
 5. Subsequently on or about 5th September 2005 Glenville Anthony Hodgson executed a further Variation of Charge whereby it was provided that the principal sum was increased by CI\$17,000.00 to total CI\$194,000.00 and the interest rate was CI prime plus 4% per annum.
 6. On or about 8th June 2006 Glenville Anthony Hodgson executed a Transfer of Land whereby it was declared that he and Barbara Elaine Hodgson held the property as joint proprietors.
 7. On or about 6th July 2006 the Defendants as joint proprietors and chargors and the Plaintiff as chargee executed a further Variation of Charge whereby it was provided that the principal sum of CI\$194,000.00 would be increased by CI\$70,901.00 to total CI\$264,901.00.
 8. From or about August 2007 the Defendants have failed to pay the full amount of monthly instalments due in respect of the Principal sum loaned and in respect of interest.
 9. By letters dated 18th December 2007 and served on the Defendants on 18th January 2008, Messrs Ritch & Conolly as attorneys for the Plaintiff served notice on

Glenville Anthony Hodgson and Barbara Elaine Hodgson 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 Notices and indicating that the Principal Sum was owing and that the Defendants had an obligation to make payment.

10. The Defendants have not made payment in respect of the balance of the Principal Sum outstanding and/or interest as demanded.
11. 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. The Plaintiff avers that the letters dated 18th December 2007 and served on both the Defendants on 18th January 2008 constituted such a Notice pursuant to Section 64(2).
12. 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 chargors notice in writing to pay the money owing or to perform and observe the terms of the Legal Charge, as the case may be.
13. The Registered Land Law (2004 Revision) by virtue of Section 72(2), provides that if the chargors have not complied within three months after the date of service of the Notice served on them under Section 72(1) the chargee may sell the charged property. Therefore, on or since 18th April 2008 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.
14. In the premises, the Plaintiff seeks an Order pursuant to the provisions 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 this matter in respect of the property.
15. 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 Defendants do not acknowledge service, judgment may be given, or Order made against, or in relation to them, as the Court may think just and expedient.

Dated the 21st day of April 2008.

RTCH & 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.

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AND IN THE MATTER OF SPOTTS, BLOCK 25B, PARCEL 159

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND

GLENVILLE ANTHONY HODGSON

BARBARA ELAINE HODGSON

DEFENDANTS

**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.**

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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.

 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
Queensgate House
113 South Church Street
PO Box 1994
Grand Cayman KY1-1104

Ref: MSB/CIDB-Hodgson,
Glenville/ 11061

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

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**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.