

IN THE GRAND COURT OF THE CAYMAN ISLANDS

G0444  
CAUSE NO. OF 2008

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

AND IN THE MATTER OF BREAKERS, BLOCK 56B, PARCEL 100

BETWEEN:

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

PLAINTIFF

AND

ROBERT A. CAMPBELL

DEFENDANT

ORIGINATING SUMMONS

TO: Robert A. Campbell of PO Box 2102, Grand Cayman KY1-1105.

LET THE DEFENDANT, Robert A. Campbell, 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, 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 April 2005, Della-Jane Campbell, a member of the Plaintiff Credit Union, applied to the Plaintiff for a loan which, together with the balance of previous loans made to her, gave a total amount of borrowing of CI\$127,627.08 and this loan was to be repaid by monthly instalments of CI\$1,670.00 and was to be secured by a Variation of Charge against the property registered at the Lands and Survey Department in the name of the said Della-Jane Campbell and the Defendant as Breakers, Block 48C, Parcel 100 ("Parcel 100").
2. The Property was at that time registered in the name of the said Della-Jane Campbell and the Defendant and on 20<sup>th</sup> April 2005 the Plaintiff as Chargee and

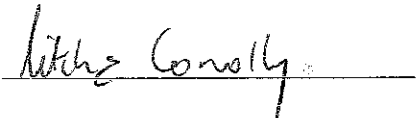
the said Della-Jane Campbell and the Defendant as Chargors executed a Legal Charge in respect of Parcel 100.

3. The Legal Charge dated 20<sup>th</sup> April 2005 provided that:-
  - 3.1 The said Della-Jane Campbell and the Defendant would charge their interest in Parcel 100 in order to secure payment of the principal sum of CI\$127,627.08 ("the Principal Sum").
  - 3.2 Interest on the Principal Sum would accrue at the rate of 0.81% per annum on the reducing balance.
4. On and since December 2006 the said Della-Jane Campbell and/or the Defendant have failed to pay the monthly instalments due in respect of the Principal Sum loaned and in respect of interest.
5. By letters dated 15<sup>th</sup> October 2007 Messrs. Ritch & Conolly, as Attorneys for the Plaintiff, served notice on the said Della-Jane Campbell and 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 Legal Charge was repayable three months after the service of the notices.
6. Since service of the section 64(2) and section 72(1) notices no payments in respect of the Principal Sum outstanding and/or interest have been made
7. On or about 1<sup>st</sup> December 2007 the said Della-Jane Campbell died and on 24<sup>th</sup> January 2008 the Defendant applied to delete the name of the said Della-Jane Campbell from the Land Register for Parcel 100 and this was effected on or about 31<sup>st</sup> January 2008.
8. 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 to the said Della-Jane Campbell and the Defendant dated 15<sup>th</sup> October 2007 constitute such notices pursuant to Section 64(2).
9. 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(s) notice in writing to pay the money owing, or to perform and observe the terms of the Legal Charge, as the case may be.
10. 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 15<sup>th</sup> July 2008, there has accrued a right to the Plaintiff to sell Parcel 100 and the Plaintiff seeks an order that it may do so.

11. In the premises, the Plaintiff seeks an order pursuant to the provisions of the Registered Land Law (2004 Revision) that:-
  - 10.1 an order for possession be made in terms that the Plaintiff be at liberty to sell Parcel 100 either by public auction or private treaty.
  - 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 respect of Parcel 100.
12. The Plaintiff also seeks an order that if after any sale of the Parcel 100 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 19<sup>th</sup> day of September 2008

  
RITCH & CONOLLY  
Attorneys for the Plaintiff

If the Defendant does not acknowledge service, judgement may be given, or made against, or in relation to him, 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.-

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *1111* OF 2007

AND IN THE MATTER OF BREAKERS, BLOCK 56B, PARCEL 100

BETWEEN:

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

PLAINTIFF

AND

ROBERT A. CAMPBELL

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.

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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

Please complete overleaf

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/CICSA/10805/Campbell,  
Robert

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

