

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. <sup>35</sup> OF 2009

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

AND IN THE MATTER OF EAST END, BLOCK 72B, PARCEL 137 AND EAST END,  
BLOCK 72B, PARCEL 135

BETWEEN:



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

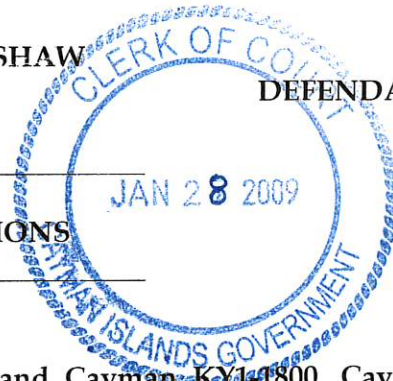
PLAINTIFF

AND

NATASHA WELCOME-SHAW

DEFENDANT

ORIGINATING SUMMONS



TO: Natasha Welcome-Shaw of PO Box 25, Grand Cayman, KY1-1800, Cayman  
Islands

LET THE DEFENDANT, Natasha Welcome-Shaw, 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 2007 the Defendant, 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\$48,366.09. This  
borrowing was to be repaid by monthly instalments of CI\$633.00 and was to be  
secured by a Variation of Charge over the property registered in the name of the  
Defendant at the Lands and Survey Department as East End, Block 72B, Parcel  
137 ("Parcel 137") and a Variation of Charge over the property registered in the  
name of the Defendant at the Lands and Survey Department as East End, Block  
72B, Parcel 135 ("Parcel 135").

2. Parcel 137 and Parcel 135 were at all material times registered in the name of the Defendant and on 25<sup>th</sup> June 2007 the Plaintiff as Chargee and the Defendant as Chargor executed Variations of Charge in respect of Parcel 137 and Parcel 135.
3. The Variations of Charge dated 25<sup>th</sup> June 2007 provided that:-
  - 3.1 The Principal Sum loaned to the Defendant would be increased to CI\$48,366.09.
  - 3.2 Interest on the Principal Sum would accrue at the rate of 0.81% per month on the reducing balance.
4. The Variations of Charge dated 25<sup>th</sup> June 2007 also provided that:

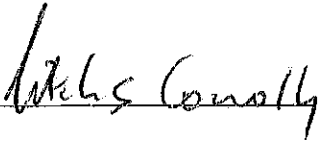
*"Section 72 of the Registered Land Law (1995 Revision) shall be varied in respect of this Charge and of any instrument or variation executed pursuant to this Charge, so as to entitle the Chargee immediately upon default by the Chargor in payment of the principal sum or any interest payable hereunder (as defined by Section 64(2) of the Registered Land Law (1995 Revision) or in the performance or observance of any agreement, expressed or implied herein to*

  - a. *appoint a receiver of the income of the Charged Property; or*
  - b. *sell the Charged Property to private treaty as well as by public auction; or*
  - c. *foreclose or enter into possession of the Charged Property; or*
  - d. *in the event that the Chargee does appoint a receiver or enters into possession of the Charged Property, exercise its powers of sale or foreclosure or appointment of a receiver at any time thereafter without further notice."*
5. On and since November 2007 the said Defendant has failed to pay the monthly instalments due in respect of the Principal Sum loaned and in respect of interest.
6. By letters dated 11<sup>th</sup> August 2008 and served on the Defendant on 9<sup>th</sup> September 2008 Messrs. Ritch & Conolly, as Attorneys for the Plaintiff, served notices 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 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.

7. The Defendant has not made any payments in respect of the Principal Sum outstanding and/or interest.
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 letter dated 11<sup>th</sup> August 2008 and served on the Defendant on 9<sup>th</sup> September 2008 constituted such a notice pursuant to Section 64(2) and that the total amount outstanding became due on or after 9<sup>th</sup> December 2008.
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 notice in writing to pay the money owing, or to perform and observe the terms of the Variations of 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 or since 9<sup>th</sup> December 2008, there has accrued a right to the Plaintiff to sell Parcel 137 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:-
  - 11.1 an order for possession be made in terms that the Plaintiff be at liberty to sell Parcel 137 and Parcel 135 either by public auction or private treaty.
  - 11.2 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 137 and Parcel 135.
12. The Plaintiff also seeks an order that if after any sale of the Parcel 137 and Parcel 135 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.

If the Defendant does not acknowledge service, such judgment may be given or order may against or in relation to him as the Court may think just and expedient.

Dated this 28<sup>th</sup> day of January 2009



**RITCH & CONOLLY**  
**Attorneys 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 forms.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2009

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

AND IN THE MATTER OF EAST END, BLOCK 72B, PARCEL 137

BETWEEN:

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

PLAINTIFF

AND

NATASHA WELCOME-SHAW

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  
113 South Church Street  
George Town  
Grand Cayman KY1-1104  
Cayman Islands

RHJ/ 11387/CICSA v Natasha  
Welcome-Shaw

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