



instalments of CI\$1,343.00 over a period of 360 months, commencing the month after disbursement of the loan to the Defendant;

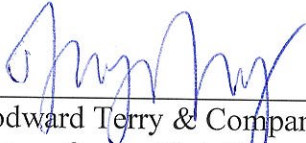
- b. Collateral security for the loan is a First Charge over the residential property located at 35 Saddlewood Drive, Bodden Town, registered in the names of the Defendants, and further described by the Lands and Survey Department as Registration Section: Savannah, Block 27D, Parcel 414H1 (the "Property"); and
  - c. In the event the loan falls into arrears, the Plaintiff has the right to charge any insurance premium, legal fees and other collection, administrative and recovery costs to the loan.
2. The Property was at all material times registered in the names of the Defendants, and on 7 February 2019, the Plaintiff as Chargee, and the Defendants as Chargors, executed the First Charge (the "Charge").
  3. The Charge provided that:
    - a. The Plaintiff would lend, and the Defendants would borrow, the principal sum of CI\$207,000.00 (the "Principal Sum").
    - b. Interest on the Principal Sum would accrue at the rate of 6.75% per annum on the reducing balance.
    - c. The method of repayment is CI\$1,343.00 per month.
    - d. The term of the Charge is 360 months.

4. The Schedule to the Charge provided that Section 72 of the Registered Land Law (Revised) 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 Chargors in payment of the principal sum or any interest payable hereunder (as defined by Section 64(2) of the Registered Land Law (Revised)) 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 by 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. The Plaintiff advanced the loan amount of CI\$207,000.00 to the Defendants in accordance with Loan Agreement.
6. The Defendants failed to pay the monthly instalments due to the Plaintiff pursuant to the Loan Agreement.

7. Demand notices were served on the Defendants pursuant to The Registered Land Law (Revised) (the “Notices”), but the Defendants failed or neglected to make any payment.
8. The Registered Land Law (Revised) 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 3 months after service of that notice.
9. The Registered Land Law (Revised) 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 1 month, the Chargee may serve on the Chargor notice in writing to pay the money owing, or to perform and observe the terms of the Charge, as the case may be.
10. The Registered Land Law (Revised) by virtue of Section 72(2) provides that if a Chargor has not complied, within 3 months after the date of service of the notice served on him under Section 72(1), the Chargee may sell the Charged Property. Therefore, 3 months after the service of the Notices the Plaintiff had the right to sell the Property.
11. The Plaintiff is now seeking vacant possession of the Property in order that it may be sold either by public auction or private treaty.
12. The proceeds from the sale of the Property will be applied to the Defendants outstanding debt with the Plaintiff.

13. As at 10 February 2022, the Defendants owed the Plaintiff CI\$205,293.12 in principal and interest. The Plaintiff is no longer charging interest on the loan.
14. The Plaintiff has made every effort to work with the Defendants, but the Defendants are unable or unwilling to make the loan payments.
15. The Plaintiff now seeks the following Order: (a) that the Defendants, any tenant, or other person in occupation of the Property, vacate the Property and give vacant possession to the Plaintiff within 14 days, (b) leave pursuant to Grand Court Rules O.45, r.3(1) and (2) to issue a Writ of Possession after 14 days, and (c) any other relief as the Honourable Court may deem appropriate.

Dated this 25 day of February 2022

  
\_\_\_\_\_  
Woodward Terry & Company  
Attorney for the Plaintiff

If the Defendants do not acknowledge service, judgement may be given, or made against, or in relation to them, 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.

This Originating Summons was filed by Woodward Terry & Company, Attorneys-at-Law, for and on behalf of the plaintiff whose address for service is PO Box 822, Suite # 10, 2<sup>nd</sup> Floor, Jack & Jill Building, 19 Fort Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2022

IN THE MATTER OF THE REGISTERED LAND LAW (REVISED)

BETWEEN: THE CAYMAN ISLANDS CIVIL SERVICE  
ASSOCIATION CO-OPERATIVE CREDIT UNION LTD.  
Plaintiff

AND: ANTOINETTE LEWIS  
ADRIAN LEWIS  
Defendants

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 the proceedings 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:

**Please complete overleaf**

**Notes on address for service**

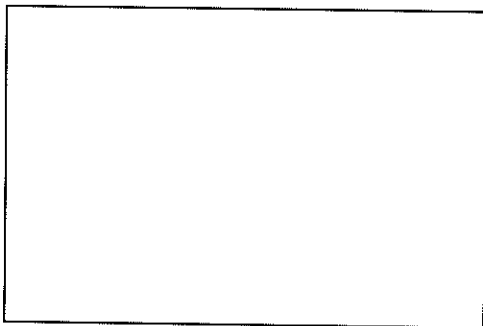
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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 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.

Woodward Terry & Company  
Attorneys-at-Law  
PO Box 822, Suite # 10, 2<sup>nd</sup> Floor  
Jack & Jill Building, 19 Fort Street  
George Town, Grand Cayman  
Cayman Islands  
British West Indies

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.