

IN THE GRAND COURT OF THE CAYMAN ISLANDS

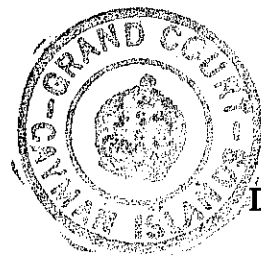
CAUSE NO: 168 OF 2012

BETWEEN:

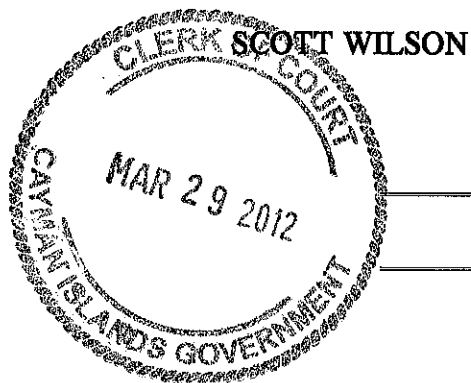
PROPRIETORS OF STRAT PLAN NO. 445 (MYSTIC RETREAT)

AND

Plaintiff



Defendant



WRIT OF SUMMONS

TO: Scott Wilson
PO Box 907GT
Grand Cayman KY1-1103
CAYMAN ISLANDS

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 21 day of March 2012

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a Strata Corporation established pursuant to Section 5 Strata Titles Registration Law (the "Strata Company"). The Strata Company is the entity through which the Mystic Retreat Condominiums known as Strata Plan NO. 445 are owned.
2. The Strata Company is administered and, in turn administers the Strata Plan No. 445 Condominiums pursuant to by laws (the "By-Laws") as they may be amended from time to time.
3. The Defendant is the proprietor of Unit 12 at Strata Plan No 445 (the "Property").
4. Pursuant to Clause 4 of the By-Laws, the Defendant as proprietor of Unit 12 has the following obligations:
 - a. Pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot (Clause 4.2);
 - b. Pay to the Corporation within 30 days of demand all contributions necessary to establish and maintain a fund for administrative expenses sufficient, in the opinion of the Corporation, for the control, management and administration of the Common Property, for the payment of insurance premiums and for the discharge of any of the other obligations of the Corporation (Clause 4.3(a));
 - c. All other costs and expenses incurred by the Corporation in connection with the performances of its duties under the law and under these By-Laws (Clause 4.3(b)).

PROVIDED ALWAYS THAT:

- (i) In the event of any such payment not being made within thirty-one days of such demand he shall pay interest thereon at the rate of four percent (4%) per annum above the Prime Lending Rate at Cayman National Bank, George Town,

Grand Cayman for loans in Cayman Islands Dollars at the time of default which interest shall accrue from day to day until payment; and

- (ii) In the event of such payment (together with interest accrued) not being made within 120 days of the due date as the case may be or in the event of his becoming bankrupt or making composition with his creditors or being a corporation entering into liquidation, then, and in any of these events, he shall and does hereby irrevocably authorize the Corporation to enter into possession of his Strata Lot and further does hereby irrevocably appoint the Corporation to be receiver of the rents and profits of his Strata Lot in each case until such time as the said payments (together with interest accrued) have been made by him to the Corporation pursuant to the appointment aforesaid and should the Strata Lot not be rented the Executive Committee is hereby empowered to rent such Strata Lot for such period or periods as it thinks fit in order to recover the monies due and owing to the Corporation, together with all expenses incurred in recovering same and in any case, no action shall be taken by the Strata Corporation with regards to an individual Strata Lot when the proprietor is deemed in good standing and up to date with respect to monies due to the Strata Corporation.
5. The Plaintiff did assess common expenses and insurance and rendered invoices of such assessments and insurance as set out in the Schedule hereto to the Defendant from time to time contemporaneous with the assessments.
 6. Notwithstanding the rendering of invoices for assessments and insurance from time to time and a demand for payment made prior to the commencement of these proceedings, the Defendant has either failed or neglected to pay assessed common expenses and

insurance in the amount of CI\$5,448.73, plus interest of CI\$747.88 and legal fees of CI\$1,000.00 as of 1 March 2012.

7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

PARTICULARS

As at 1 March 2012 the amount of CI\$7,196.61 was owed by the Defendant to the Corporation, the Particulars are set out in the Schedule hereto.

8. The Plaintiff is entitled to enter into possession of the Strata Lot and to be receiver of the rental income and profits until the payments have been made in full.
9. The Defendant has continually been in default and by his actions makes it clear that he does not intend to pay the invoices in full or at all.
10. The Plaintiff will seek to enter into possession of the Strata Lot to ensure that the invoices associated with the Strata Lot are paid and kept current
11. The Plaintiff claims from the Defendant the sum of CI\$6,197.00 being the total outstanding Strata Fees as at 1 March 2012 in relation to Unit 12.
12. The Plaintiff further claims from the Defendant the sum of CI\$1,000.00 being the cost of legal fees as of the date of these proceedings.

AND THE PLAINTIFF claims:

- a) CI\$5,448.73 being the principal sum due;
- b) CI\$747.88 pre-judgment interest calculated from 1 October 2009 to 1 March 2012 at the rate of 4% above prime lending rate per annum in accordance with the terms of the By-Laws;
- c) Alternatively, pre and post judgment interest calculated pursuant to the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time;

- d) Costs on a contractual basis, in accordance with paragraph 4(c) above, and following the issuance of the Writ of Summons to be taxed if not agreed;
- e) Alternatively, costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
- f) An Order that the Plaintiff do enter into possession of Unit 12;
- g) An Order that the Corporation be appointed the receiver of the rents and profits of the Unit 12 until such time as the said payments (together with interest accrued) have been made by the Defendant to the Corporation.
- h) Costs.
- i) Such further and other relief as this Honourable Court may deem just.



PEARSON & ASSOCIATES
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$5,448.83 plus interest of CI\$747.88 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$200.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 4 above;
2. The prescribed rate of interest is 4% above prime lending rate per annum;
3. The date from which interest is payable is 1 October 2009;
4. The total interest claimed as of 1 March 2012 is CI\$747.88.

This WRIT OF SUMMONS was filed by Pearson & Associates, Attorneys for the Plaintiff whose address for service is Barnett Music Centre, 24 Huldah Avenue, PO Box 4 Grand Cayman KY1-1801, Cayman Islands

Acknowledgment of service of writ of summons (O.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

***See over for notes for guidance
Please complete overleaf***

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. 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.
3. 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 Writ of Summons*)".
4. 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.
5. 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.
6. 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.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2012

B E T W E E N:

THE PROPRIETORS OF STRATA PLAN NO. 445 ("MYSTIC RETREAT")

Plaintiff

AND

SCOTT WILSON

Defendant

ACKNOWLEDGMENT OF SERVICE OF WRIT OF 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.**

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*).
 yes no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for
[Defendant in person]

Address for service:

Please complete overleaf

