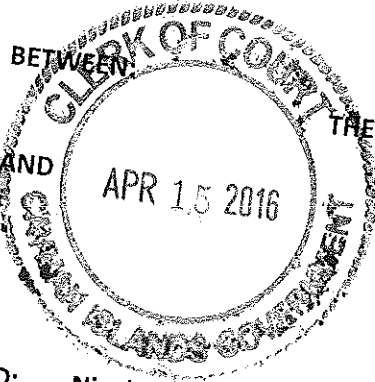


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 0101 OF



BETWEEN THE PROPRIETORS, STRATA PLAN No.376

NICOLE SABRINA HURLSTON

PLAINT



TO: Nicole Sabrina Hurlston  
18 Paxton Street  
Smith Road Villas

THIS PLAINT 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 service of this *Plaint* on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, the accompanying *Acknowledgment of Service* form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgment of Service* form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 15<sup>th</sup> day of April, 2016

See overleaf for particulars of the Plaintiff's claim.

This PLAINT was issued by Samson & McGrath, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is 5th Floor Genesis Bldg, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.

### PARTICULARS OF CLAIM

1. The Defendant is the registered proprietor of the property situated at Registration Section George Town South Block and Parcel 14D 98H43, also known as 18 Paxton Street, Smith Road Villas within a residential development situated in George Town, Grand Cayman and the subject of Strata Plan No.376.
2. The Plaintiff is a body corporate consisting of a collection of all the Strata Proprietors contained within Strata Plan No. 376 in accordance with Section 5(1) of the Strata Titles Registration Law (2013 Revision) (hereinafter 'the Law').
3. In accordance with its duties and powers under Section 6(2) of the Law the Plaintiff;
  - (a) Has to establish a fund for administrative expenses sufficient in the opinion of the Plaintiff for the control, management and administration of the common property, for the payment of any premiums of insurance and for the discharge of any of its other obligations.
  - (b) Is empowered to determine, from time to time, the amounts to be raised for the fund for administrative expenses and to raise such amounts by levying contributions on the proprietors in proportion to their unit entitlement.
4. Subject to the Law, the control, management, administration, use and enjoyment of the Strata lots and the common property contained in every registered strata plan shall be regulated by bye-laws.
5. Pursuant to the Plaintiff's registered Bye-Law 5(3) it is the Defendant's obligation to pay within 14 days of demand to the Plaintiff all contributions necessary to establish and maintain a fund for administrative expenses sufficient, in the opinion of the Corporation, for the control, management, repair, maintenance and administration of the common property, for the payment of insurance premiums and for the discharge of any other obligations of the Corporation, for renewals or replacements which go beyond normal repair and maintenance and any special contributions levied by the

corporations. It is their further obligation to pay all other costs and expenses incurred by the corporation in connection with the performance of its duties under the Law and under the by-laws.

6. It is the defendant's further obligation to pay interest on all sums levied and demanded and remaining unpaid for in excess of 14 days of demand at the minimum rate of 12% per annum which interest shall accrue from day to day with monthly rests until payment pursuant to by-law 5(3)(b)(a).
7. The Plaintiff levied such contributions by way of monthly invoices sent to the Defendant stating the amount due for both contributions pursuant to 5(3) and interest on overdue payments.
8. The Defendant has failed to honour his obligations to make such payments within 14 days of demand and are now in arrears of payments in the amount of CI\$4,705.73 as of the 1<sup>st</sup> April, 2016.
9. The Plaintiff claims the said sum of CI\$4,705.73 as monies due and owing of foot of the Defendant's breach of contract, that contract being the Strata Bye-Laws which exist and are legally enforceable as between the Plaintiff and Defendant pursuant to Section 21 of the Strata Titles Registration Law (2013 Revision).
10. The amount as set out above includes interest to which the Plaintiff is entitled in accordance with Bye-law 5(3)(b)(a) of the Bye-Laws, that rate of interest being 12% per annum.
11. Interest is claimed thereafter from the date of issue of this Plaintiff.

#### **STATEMENT REGARDING INTEREST**

12. a) The Plaintiff seeks pre and post judgment interest from the date of issue of this plaintiff in accordance with the provisions of the Bye-Laws or in the alternative in accordance

with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

b) The interest rate claimed as per the bye-laws is 12% per annum.

c) In the alternative the interest rate as per the Judgment Debt (Rates of Interest) Rules is 2 3/8% per annum.

d) Interest is claimed from the 1<sup>st</sup> April, 2016.

e) The amount of interest owing at date of issue of this Plaintiff is \$23.20.

f) The amount of interest accruing each day following the issue of this Plaintiff is CI\$1.54.

**AND THE PLAINTIFF CLAIMS:**

- (i) The said sum of CI\$4,705.73.
- (ii) Pre and post judgment Interest on the said sum of CI\$4,705.73 in accordance with the Strata bye-Laws and the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (ii) Costs to be taxed or agreed or alternatively fixed costs in the sum of CI\$150.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendants pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$4,705.73 (together with interest and costs of CI\$150) all further proceedings will be stayed.

Dated this 15<sup>th</sup> day of April, 2016



**SAMSON & MCGRATH**

Attorneys-at-Law for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2016

BETWEEN:

THE PROPRIETORS, STRATA PLAN No.376

PLAINTIFF

AND

NICOLE SABRINA HURLSTON

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this            day of            , 2013

*See Overleaf*

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraph the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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***Defendant's Signature***

REMINDER - This form must be taken or sent to the Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.