

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 0107 OF 2016

BETWEEN:

THE PROPRIETORS, STRATA PLAN No. 360

PLAINTIFF

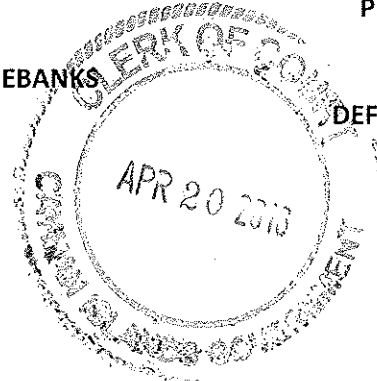
AND

DANIEL WAYNE EBANKS

DEFENDANT

TO:

Daniel Wayne Ebanks
Apt 2 Garden Retreat
George Town



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 of April, 2016

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Defendant is the registered proprietor of the property situated at Registration Section George Town South Block 14D Parcel 428H2, Apartment No. 2 Garden Retreat, within a residential development situated in Grand Cayman and the subject of Strata Plan No. 360.
2. The Plaintiff is a body corporate consisting of a collection of all the Strata Proprietors contained within Strata Plan No. 360 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. The plaintiff exercised such powers by both establishing a fund for administrative expenses and by determining from time to time the amounts to be raised for the fund for administrative expenses.
5. Pursuant to Section 4 of the Plaintiff's registered Bye-Laws it is the Defendant's obligation to pay to the Plaintiff all contributions levied by the Plaintiff pursuant to Section 6(2) of the Law within 31 days of demand.
6. The amounts to be raised for administrative expenses were determined in accordance with the Law and the Bye-laws by way of resolutions of the Executive Committee of the plaintiff and approval of such resolutions were given at the Annual General Meeting of the plaintiff.
7. The plaintiff levied such contributions due by invoicing the defendant monthly for the sums due and payable.
8. Bye-law section 4.3(b)(i) allows the Plaintiff to charge interest to the Defendant on all sums owing to the plaintiff at a rate equal to the KYD Prime Rate as at the date of default, plus ten per cent (10%) per annum, subject to a maximum interest rate of eighteen per cent (18%) per annum, which interest shall accrue from day to day until payment in the event that strata fees are not paid within 31 days of demand.
9. Upon the non-payment of the monthly contributions due to the plaintiff, the plaintiff added interest charges in accordance with Section 4.3(b)(i) and applied to interest charges to the Defendant's account.
10. As of the 1st April 2016 the Defendant is in arrears in the amount of CI\$4,509.54 in respect of the property and the Plaintiff claims the said sum of CI\$4,509.54 as monies due and owing of foot of the Defendant's breach of contract, this 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).

11. The Plaintiff claims interest on the said sum owing.

STATEMENT REGARDING INTEREST

- a) The Plaintiff seeks pre and post judgment interest from the date of issue of this plaint in accordance with the provisions of 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 13.5% per annum and in the alternative the Plaintiff claims interest in accordance with the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.
- c) Interest is claimed from the date of default and has been added to the Defendant's account on a monthly basis up to the 1st April 2016.
- d) The amount of interest owing at date of issue of this Plaint is CI\$33.35.
- e) The amount of interest accruing each day following the issue of this Plaint is CI\$1.66.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$4,509.54.
- (ii) Pre and post judgment Interest on the said sum of CI\$4,509.54 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.
- (i) Costs 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 pay to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$4,509.54 (together with interest and costs of CI\$150) all further proceedings will be stayed.

Dated this ²⁰ of April, 2016

Samson + mcGrath
SAMSON & MCGRATH

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PLAINTIFF

AND

DANIEL WAYNE EBANKS

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 , 2016

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)

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.