

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 195 OF 2016

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NUMBER 190

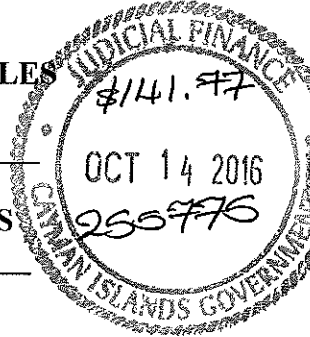
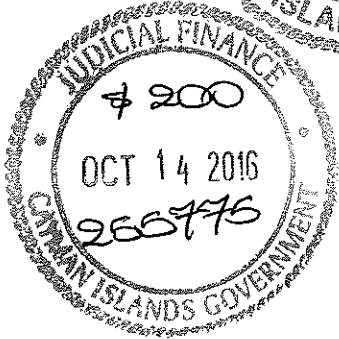
Plaintiff

-AND-

DR. CLARENCE CHARLES

Defendant

WRIT OF SUMMONS



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 28 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, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 14th day of October 2016

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

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is a strata corporation comprised of the proprietors of Pasadora Place and incorporated under the Strata Titles Registration Law as strata plan 190 (the “Strata”).
2. The Defendant is an individual and a resident of the Cayman Islands.
3. On or about November 2010, the Defendant became the proprietor of three properties forming part of the Strata, being registration section George Town South, block 14D, parcels 406H3, 406H4, 406H5 (the “Properties”). The terms of the Sale and Purchase Agreement for each of the Properties include that the Defendant is bound by the Strata by-laws and any amendments thereof (“the By-Laws”).
4. Further, the By-Laws are registered against the title to the Property as a restrictive covenant and the terms of the By-Laws run with the Properties.
5. The By-Laws include the following terms:
 - a. a proprietor shall pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his strata lot;
 - b. a proprietor shall pay to the Corporation within 30 days of demand;
 - (i) all apportioned contributions to the fund for administrative expenses levied by the corporation pursuant to Section 6(2) of the Law; and
 - (ii) such share as shall from time to time be proportionate to the unit entitlement which his Strata Lot bears to the Development of all and any costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under these By-Laws.
 - (iii) in the event that any Assessment or any portion thereof are not paid within 30 days of such demand, then the unpaid portion of the Assessment shall accrue interest at the rate of two percent per annum above the prime rate of interest prevailing in the Cayman Islands; from the time of default until the same is paid in full.

- (iv) In the event of any such payments not being made within 30 days of such demand he shall pay interest thereon at the rate of two percent per annum above the Prime Rate of interest prevailing in the Cayman Islands at the time of default which such interest shall accrue from day to day until payment;
6. The Plaintiff charges the Defendant strata assessments monthly (the "Strata Assessments").
 7. On or about December 2014 the Defendant breached the By-Laws by failing to pay the full amount of the Strata Assessments and has remained in default under the By-Laws since that time.
 8. The Strata has demanded payment of the amount due under the By-Laws, which increases monthly, every month by sending an invoice and statement of amount due to the Defendant.
 9. As at 14 October 2016 the Defendant owed the Plaintiff CI\$25,016.30, including interest (the "Debt").
 10. The Defendant has failed, refused or neglected to pay the outstanding balance of the Strata Assessments and the ongoing Strata Assessments under the By-Laws continue to fall due.
 11. In the circumstances the Plaintiff's claim is for the principal of \$24,077.00, interest up until the 14 October 2016 of \$939.30, interest at the rate of 5.5% per annum continuing until all sums outstanding under the By-Laws are paid in full and costs.

AND THE PLAINTIFF CLAIMS:

- A. The Debt of CI\$25,016.30
- B. Pre-judgment interest at the contractual rate of 5.5% per annum from 15 October 2016 until the date of Judgment;

- C. Post-judgment interest at the contractual rate of 5.5% per annum from the date of Judgment until payment is made in full;
- D. Costs;
- E. Such other relief as this Honourable Court sees fit.

Dated this 14th day of October 2016

Broadhurst

Broadhurst LLC

Attorneys-at-Law for the Plaintiff

INDORSEMENTS

LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is \$25,016.30 and is made up as follows:

Principal:	\$24,077.00
Interest:	\$939.30

If, within the time allowed to return the Acknowledgement of Service, the Defendant pays the Plaintiff or its attorneys-at-law \$25,016.30 plus fixed costs of \$500.00, filing fee of \$200.00, *Ad Valorem* fee of \$140.77 and interest at the contractual rate of 5.5% from 15 October 2016, being \$3.07 per day, to the date of payment, further proceedings will be stayed.

INTEREST

interest is claimed at the rate of 5.5% per annum pursuant to clause 36(3)(a) of the By-Laws.

Interest began to accrue under the By-Laws on 31 January 2015. As at 14 October 2016 the total interest claimed is \$939.30. Interest is continuing to accrue at 5.5% per annum, being \$3.07 per day.

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CAUSE NO. OF 2016

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NUMBER 190

Plaintiff

-AND-

DR. CLARENCE CHARLES

Defendant

ACKNOWLEDGEMENT 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.

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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 []
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Service of the Writ is acknowledged accordingly.

(Signed) _____
[Attorney] for
[Defendant in Person]
Address for service

Please see 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 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.

BROADHURST LLC.
ATTORNEYS-AT-LAW
40 LINWOOD STREET,
GEORGE TOWN,
PO BOX 2503
CAYMAN ISLANDS, KY1-1104

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
WRIT OF SUMMONS**

1. 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 495G, George Town, 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.

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. For the purpose of calculating the period of 28 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, he must complete the form 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 authorized 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, an Attorney acting for a *guardian ad litem* must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.