

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 142 OF 2018

BETWEEN:

THE PROPRIETORS STRATA PLAN NO 155

Plaintiff

AND

LOVELL REID MARRIOTT

Defendant



PLAINT



TO:

Lovell Reid Marriott
Unit #25 Randyke Gardens
PO Box 206,
George Town
Grand Cayman,
Cayman Islands

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 Complaint 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 Acknowledgement of Service 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 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 29 day of June 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a strata corporation consisting of all Strata Proprietors contained in Strata Plan No. 155 pursuant to section 5(1) of the Strata Titles Registration Law (2013 Revision) (hereinafter "the Law"). The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 206, George Town, Grand Cayman, Cayman Islands. The Defendant is the registered proprietor of the property known and situate as Registration Section George Town East Block 20E Parcel No. 310H25, Randyke Gardens, Apartment No. 25 ("the Property"), a residential development subject of Strata Plan No. 155. Exhibited as "POC1" is a copy of the Cayman Islands Land Registry Search.
3. The Duties and Powers of Strata Plan No. 155 are set out in section 6 of the Law, which states *inter alia*, as follows:

"...(2) The powers of a corporation include the following- (a) to establish a fund for administrative expenses sufficient in the opinion of such corporation 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) to determine, from time to time, the amounts to be raised for the fund referred to in paragraph (a) and to raise amounts so determined by levying contributions on the proprietors in proportion to the unit entitlement of their respective lots."

Exhibited as "POC2" is a copy of the relevant pages to the Strata Titles Registration Law (2013 Revision).

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. The amounts to be allocated for administrative expenses were determined 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.

6. In accordance with section 21 of the Law the control, management, administration, use and enjoyment of Strata Plan No. 155 must be regulated by Bylaws. The Bylaws state, *inter alia*, as follows:

"41 A proprietor shall... (b) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot...(c) pay to the Corporation within 14 days of demand (i)all contributions to the fund for administrative expenses levied by the Corporation pursuant to Clause 6(2) of the Law; and (ii) such shares as shall from time to time be proportionate to the unit entitlement of the Strata Lots comprising Randyke Gardens of all and any costs and expenses incurred by the Corporation in connection with performance of its duties under the Law and under these Bylaws...(c)(ii)(A) in the event of any such payments not being made within 14 days of such demand he shall pay interest thereon at the rate of four percent (4%) per annum above the Prime Rate prevailing at Barclays Bank PLC, George Town, Grand Cayman."

Exhibited as "POC3" is a copy of the relevant pages of the Bylaws.

7. The interest rate applied to the outstanding debt is 4.5% per annum. The Plaintiff used Barclays Banks Base Rate taken from the Barclays UK website, which is currently at 0.50%, as Barclays no longer operates in the Cayman Islands. Exhibited as "POC4" is a copy of Barclays Bank Base Rate webpage.
8. The Defendant defaulted on her strata payments and as of 7 June 2018, owed to the Plaintiff is the principal sum of CI\$12,880.00. Interest on that sum continues to accrue. Exhibited as "POC5" is a copy of the Defendant's account showing all strata fees charges, any payments made by the Defendant and all interest added.
9. The Defendant has either failed or neglected to make full payment to the Plaintiff notwithstanding a Demands for the monies served upon the Defendant on 17 September 2016, 31 March 2017 and 31 October 2017.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$12,880.00 being the principal sum due.

- b) CI\$1,985.46 pre-judgment interest from February 2012 to 7 June 2018 at the rate of 4.5% per annum in accordance with the terms of the Bylaws.
- c) Post-judgment interest at rate of 4.5% per annum.
- d) Fixed costs of CI\$175.00 pursuant to the Summary Court Rules and such further costs to be assessed.
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman KY1-1207, Cayman Islands (Ref: 419300.0008).

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$12,880.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). The fixed fee to commence the proceeding is CI\$175.00. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, 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 7 above.
2. The prescribed rate of interest is 4.5% per annum.
3. The date from which interest is payable is from 1 February 2012.

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 419300.0009).

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

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EXHIBIT "POC1"

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

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Defendant

EXHIBIT "POC2"

CAYMAN ISLANDS



Supplement No. 14 published with Gazette No. 21 of 21st October, 2013.

STRATA TITLES REGISTRATION LAW

(2013 Revision)

Law 14 of 1973 consolidated with Laws 1 of 1983, 14 of 1994, 8 of 2005 and 10 of 2012.

Revised under the authority of the Law Revision Law (1999 Revision).

Originally enacted:

Law 14 of 1973-25th October, 1973
Law 1 of 1983-22nd February, 1983
Law 14 of 1994-23rd September, 1994
Law 8 of 2005-24th February, 2005

- (f) contain such other particulars and be accompanied by such certificates and other documents as may be prescribed.
- (2) The reference of the parcel and the number of the strata lot shall together be a sufficient reference to a strata lot.
- (3) The common boundary between any two strata lots or between a strata lot and common property shall, unless otherwise specified in the relevant strata plan, be the boundary line or the centre line of the floor, wall or ceiling between such strata lots or between such strata lot and the common property, as the case may be.
- (4) The unit entitlement of each strata lot shall, as respects the proprietor of such strata lot, determine-
 - (a) the quantum of his share in the relevant corporation; and
 - (b) the proportion payable by him of contributions levied pursuant to paragraph (b) of section 6(2).

PART III- Corporations

- 5. (1) The proprietors of all the strata lots contained in any strata plan shall, upon registration of the strata plan, become a body corporate (hereafter referred to as "a corporation") under the name "The proprietors, Strata Plan No." (with the appropriate number of the strata plan inserted in the blank space). Establishment of a corporation
- (2) Every corporation shall have perpetual succession, a common seal and be capable of suing and being sued in its name.
- (3) Any enactment providing for the incorporation, regulation and winding-up of companies shall not apply to corporations.
- 6. (1) The duties of a corporation shall include the following- Duties and powers of a corporation
 - (a) to insure and keep insured the building to the replacement value thereof against fire, earthquake, hurricane and such other risks as may be prescribed, unless the proprietors by super-majority resolution otherwise determine;
 - (b) to effect such insurance as it may be required by law to effect;
 - (c) to insure against such risks other than those referred to elsewhere in this subsection as the proprietors may, from time to time by unanimous resolution, determine;
 - (d) subject to section 23(2) and (3) and to such conditions as may be prescribed, to apply insurance moneys received by it in respect of damage to the building in rebuilding and reinstating the building so far as it may be lawful so to do;

- (e) to pay premiums on any policies of insurance effected by it;
- (f) to keep in a state of good and serviceable repair and properly maintain the common property;
- (g) to comply with notices or orders by any competent public or local authority requiring repairs to, or work to be done in respect of, the parcel; and
- (h) to comply with any reasonable request for the names and addresses of the members of the executive committee.

(2) The powers of a corporation include the following-

- (a) to establish a fund for administrative expenses sufficient in the opinion of such corporation 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) to determine, from time to time, the amounts to be raised for the fund referred to in paragraph (a) and to raise amounts so determined by levying contributions on the proprietors in proportion to the unit entitlement of their respective lots;
- (c) to recover from any proprietor, by an action for debt in any court of competent jurisdiction, any sum of money expended by the corporation for repairs to or work done by it or at its direction in complying with any notice or order by a competent public or local authority in respect of that portion of the building which constitutes or includes the strata lot of that proprietor; and
- (d) to enter any strata lot and effect repairs or carry out work pursuant to its duty under paragraph (g) of subsection (1).

(3) Subject to subsection (4), any contribution levied pursuant to subsection (2) shall be due and payable on the passing of a resolution to that effect and in accordance with the terms of such resolution, and may be recovered as a debt by a corporation in an action in any court of competent jurisdiction from the proprietor entitled at the time when such resolution was passed and from the proprietor entitled at the time when such action was instituted, both jointly and severally.

(4) A corporation shall, on the application of a proprietor or any person authorised in writing by him, certify-

- (a) the amount of any contribution determined as the contribution of that proprietor;
- (b) the manner in which such contribution is payable; and
- (c) the extent to which such contribution has been paid by that proprietor,

and, in favour of any person dealing with that proprietor, such certificate shall be conclusive evidence of the matters certified therein.

(5) A policy of insurance authorised by subsection (1) and in respect of the building shall not be liable to be brought into contribution with any other policy of insurance save another policy authorised by this section in respect of the same building.

7. (1) Every corporation shall cause to be kept, at a conspicuous place at or near the front of the land to which the relevant strata plan relates, a receptacle suitable for purposes of postal delivery, with the name of the corporation clearly shown thereon.

Service of documents on corporations

(2) Any summons, notice, order or other document may be served on the corporation by post in a prepaid letter addressed to the corporation at the address shown on the strata plan, or by placing it in the receptacle referred to in subsection (1).

8. (1) Any powers of voting conferred by or under this Law may be exercised-

Voting rights

- (a) in the case of a proprietor who is an infant, by his guardian; or
- (b) in the case of a proprietor who is for any other reason unable to control his property, by the person who for the time being is authorised by law to control that property.

(2) Where the court, upon the application of a corporation or of any proprietor, is satisfied that there is no person able to vote in respect of a strata lot the court-

- (a) shall, in cases where a super-majority resolution is required by this Law; and
- (b) may, in its discretion in any other case,

appoint some fit and proper person for the purpose of exercising such powers of voting under this Law as the court shall determine, and the court may, in making such appointment, make such order as it thinks necessary or expedient to give effect to such appointment, including an order as to the payment of costs of the application, and may vary any order so made.

(3) The court may order service of notice of the application referred to in subsection (2) on such person as it thinks fit or may dispense with service of such notice.

9. (1) Every corporation or any person having an interest in a strata lot may apply to the court for appointment of an administrator.

Administration

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B E T W E E N:

THE PROPRIETORS STRATA PLAN NO 155

Plaintiff

AND

LOVELL REID MARRIOTT

Defendant

EXHIBIT "POC3"

TELEPHONE: 97999

PLEASE QUOTE

REF NO: S.P. NO. 155



LANDS & SURVEY DEPARTMENT
P.O. BOX 1089,
CAYMAN ISLANDS, B.W.I.

July 18th 1991

Ran Dyke Gardens
P.O. Box 236,
Grand Cayman.

STRATA PLAN NO. 155

Pursuant to Section 15 (5) of the Strata Titles Registration Law
Notice is hereby given that the By-Laws of the above strata Plan have
been registered and that this has been recorded on the Strata Plan.

See S. 312 dated July 18th 1991

REGISTRAR OF LANDS

cc. Bruce Campbell & Co.,
P.O. Box 884,
Grand Cayman.

NOV 22 2011

- as afford access thereto;
- (b) the right to use in common with the Proprietors of all other Strata Lots and their visitors and guests the gardens, pleasure grounds, roads, drives, paths and forecourts forming part of the Common Property; and
 - (c) the sole right for himself or those expressly authorised by him on his behalf to park a motor vehicle on the parking lot bearing the same number as his Strata Lot.

PROPRIETORS' OBLIGATIONS

41. A Proprietor shall:-

- (a) permit the Corporation and its agents at all reasonable times on notice (except in case of emergency when no notice shall be required) to enter his Strata Lot for the purpose of inspecting it and maintaining repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or Common Property or for the purposes of maintaining, repairing or renewing Common Property, or the purpose of ensuring that the By-Laws are being observed;
- (b) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot;
- (c) pay to the Corporation within 14 days of demand:-
 - (i) all contributions to the fund for administrative expenses levied by the Corporation pursuant to Clause 6(2) of the Law; and
 - (ii) such shares as shall from time to time be proportionate to the unit entitlement of the Strata Lots comprising Randyke Gardens 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-LawsPROVIDED ALWAYS that:
 - (A) in the event of any such payments not being made within 14 days of such demand he shall pay interest thereon at the rate of four percent (4%) per annum above the Prime Rate prevailing at Barclays Bank PLC, George Town, Grand Cayman for loans in United States Dollars at the time of default which such interest shall accrue from day to day until payment; and
 - (B) in the event any such payments (together with

interest accrued) not being made within 60 days of such demand 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 authorise and permit the Corporation to enter into possession of his Strata Lot and further does hereby irrevocably appoint the Corporation to be the receiver of the rents and profits of this Strata Lot in each case until such time as the said payments (together with interest accrued) have been made by him to the Corporation;

- (d) repair and maintain his Strata Lot, and keep it in a state of good repair reasonable wear, tear and damage by fire, storm, tempest or act of God excepted;
- (e) use and enjoy the Common Property in such manner as not unreasonably to interfere with the use and enjoyment thereof by other Proprietors or their employees or visitors;
- (f) not use his Strata lot or permit it to be used in such manner or for such purpose as shall cause a nuisance or hazard to the occupier of any other Strata Lot (whether a Proprietor or not) or any employee, guest or visitor of the occupier;
- (g) within 21 days of the date of every transfer, lease, grant of probate or administration, mortgage, charge, discharge, Order of the Court or other event or document relating to the Strata Lot give notice thereof in writing to the Corporation and in the case of a document send a copy thereof to the Corporation at its address referred to in the Strata Plan;
- (h) not use or permit to be used his Strata Lot for any purpose other than residential accommodation;
- (i) not permit or suffer to be done in or upon his Strata Lot anything whereby any insurance for the time being affected on the Common Property, the Strata Lot or any other Strata Lot or any part thereof may be rendered void or voidable or whereby the rate of premium may be increased;
- (j) in the year 1995 and in every succeeding fifth year paint with two coats of good and suitable paint in a workmanlike manner all parts of the Strata Lot usually or which ought to be painted and in addition grain, varnish, distemper, wash, stop, whiten and colour all such parts as are usually or which ought to be so treated and re-paper the parts (if any) now papered

with suitable paper of as good quality as that now in use all such work being confined to the inside of the Strata Lot;

- (k) not at any time cut, main or remove the main walls or timbers in the Strata Lot unless for the purpose of remedying and making good any defects therein which shall be remedied and made good accordingly;
- (l) not to make or cause to be made any structural alteration in or to the Strata Lot without the prior approval in writing of the Executive Committee to the plans and specifications thereof and to make such alterations only in accordance with such plans and specifications when approved.

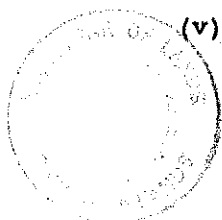
For the purposes of this By-Law the term "structural alteration" is deemed to include but is not limited to:-

- (i) painting the exterior of the Strata Lot;
- (ii) changing any door that opens onto the Common Property;
- (iii) altering or removing any doors opening onto the patio;
- (iv) painting or otherwise decorating any part of the patio;
- (v) any structural alterations to the Strata Lot which in the opinion of any engineer or architect or similar qualified person could impair the structural soundness of the building in which the Strata Lot is situated or impair any easement thereof.

This By-Law does not effect the right of any Proprietor at his sole cost and expense to maintain, repair, paint, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and the perimeter walls to the Strata Lot and the surfaces of the bearing walls located within the same nor the right to substitute new finished surfaces for the finished surfaces then existing on the said ceilings, floors and walls or the right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached thereto;

- (m) do all such works as under any Law are directed or necessary to be done on or in respect of the Strata Lot and keep the Corporation indemnified against all claims, demand and liabilities in respect thereof;
- (n) not do or permit or suffer to be done any act matter or thing on or in respect of the Strata Lot which contravenes the provisions of such legislation from time to time in force in the Cayman Islands or of any

- approval or regulation given or made thereunder relating to development and planning and keep the Corporation indemnified against all claims demand and liabilities in respect thereof;
- (o) permit the Corporation and the Proprietors of other Strata Lots to have access to and enter upon the Strata Lot as often as may be reasonable necessary for them to do so in the fulfillment of their obligations relating to the Common property and to other Strata Lots;
 - (p) not use or permit to be used the Strata Lot or any part thereof for any illegal or immoral purpose;
 - (q) pay the cost of repairing any damage to any other Strata Lot or to the Common Property in any part of Randyke Gardens caused by the negligence of the Proprietor, his employees, his servants, or his visitors and also provided that such damage is not covered by the insurance on the Strata Lot or any other Strata Lots or the Common Property, and such damage shall be presumed to have been caused by such negligence unless the Proprietor shall prove to the contrary;
 - (r) comply with and observe any reasonable regulations which the Corporation may from time to time make to govern the use of the Strata Lots and the Common Property. Such regulations may be restrictive of acts done on the Strata Lots or on the Common Property detrimental to the character or amenities of Randyke Gardens;
 - (s) keep all sinks and waste pipes in the Strata lot clear and open and be responsible for all damage occasioned through the bursting or stopping up of pipes caused through the improper use or negligence of the Proprietor or his employees, servants, agents or occupiers for the time being. All defects of which the Proprietor shall become aware and which may in any way affect the other Strata Lots shall forthwith be notified by the Proprietor to the Corporation;
 - (t) at all times keep all the windows of the Strata Lot properly cleaned and at all times keep properly emptied and scoured all closet pipes, sinks and drains which are not used in common with other Proprietors, their owners or occupiers;
 - (u) not affix to any window of the Strata Lot whether externally or internally any venetian or other blind except of such colour and construction as shall previously be approved by the Corporation;
 - (v) not without the previous consent of the Corporation cause or permit anything to be placed on the outside



- walls of the Strata Lot and in particular but without limiting the generality of the foregoing not to cause or permit any sign, awning, canopy, shutter, radio or television antenna to be affixed to or placed upon the exterior walls or roof of any part of the Strata Lot;
- (w) not without the previous consent of the Corporation alter any electric wiring, water supply system or sewage system;
 - (x) pay for all electricity, water, sewage and other services consumed or used in the Strata Lot to the companies or authorities supplying such services in accordance with the meters situate in the Strata Lot and in the event of the same or the water rates or other outgoings or any of them on the Strata Lot being chargeable to the Corporation to repay the proportion attributed to the Strata Lot upon demand by the Corporation;
 - (y) not keep or permit to be kept in the Strata Lot or any part thereof any bird, dog, cat or other animal;
 - (z) not hang or expose outside the Strata Lot nor in the windows thereof nor in any part of the Common Property save where specifically provided for any clothes, linen, food or other articles and not shake or permit to be shaken any carpet, mat, mops or dusters from any window of the Strata lot nor any part of the Common Property;
 - (aa) not to make any undue noise in the Strata Lot at any time or make or permit to be played any musical instruments, gramophone, wireless, television or other instrument between the hours of 11:00 p.m. and 8:00 a.m. or at any other time so as to cause annoyance to the Corporation, the Proprietors or occupiers of any other Strata Lot;
 - (bb) not cause or permit on the Common Property or parts thereof any motor car or other vehicle belonging to his employees, servants, licensees or invitees or under his or their control to:
 - (i) travel at an excessive speed or at a speed in excess of any speed limit which may at the discretion of the Corporation be imposed by the Corporation from time to time;
 - (ii) travel over or remain on any grass verges, lawns or gardens;
 - (iii) be parked or remain stationary except in the areas from time to time indicated and allocated to the Proprietor;
 - (iv) be dismantled or repaired, in any way other than as to enable it to be taken away for

- proper repairs;
- (cc) not hold or permit to be held any sale by auction in the Strata Lot or any part thereof;
 - (dd) take all reasonable proper precautions to prevent damage to the Strata Lot or the Common property or any part or parts thereof caused by:
 - (i) the bursting or overflowing or leaking of any water pipes, tanks, cisterns or other apparatus in the Strata Lot;
 - (ii) fire;
 - (ee) not place or keep any dust bin or other container for refuse or rubbish outside the Strata Lot and within a reasonable time to remove such refuse or rubbish therefrom securely wrapped in polyethylene bags and to place the same in the dust bin or other adequate receptacle to be provided by the Corporation;
 - (ff) not alter or construct in or remove from the Common Property anything except with the written consent of the Corporation.

THE CORPORATION

42. The Corporation shall:-

- (a) control, manage and administer the Common Property for the benefit of all Proprietors;
- (b) (i) maintain, repair and renew all portions of the Strata Lots contributing to the support of any of the buildings comprising Randyke Gardens including but not limited to the outside walls and load bearing columns in a Strata Lot and between Strata Lots and between any Strata Lot and Common Property and the foundations, water, cisterns and septic tanks and all other pumps therefor;
 - (ii) keep in a state of good and serviceable repair and properly maintained the fixtures and fittings used in connection with the Common Property;
- (c) where practicable establish and maintain suitable lawns and gardens on the Common Property;
- (d) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or Common Property;
- (e) pay all existing and future rates, assessments and outgoings now or hereafter imposed on or payable in respect of the Common Property;
- (f) (i) insure Randyke Gardens (which for the avoidance of doubt shall for this purpose

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EXHIBIT "POC4"



Barclays Base Rates

Back to:

[Interest Rates](#)

Effective Date	Barclays Base Rate
02/11/2017	0.50% (Current)
04/08/2016	0.25%
05/03/2009	0.50%
05/02/2009	1.00%
08/01/2009	1.50%
04/12/2008	2.00%
06/11/2008	3.00%
08/10/2008	4.50%
10/04/2008	5.00%
07/02/2008	5.25%
06/12/2007	5.50%
05/07/2007	5.75%
10/05/2007	5.50%
11/01/2007	5.25%
09/11/2006	5.00%
03/08/2006	4.75%
04/08/2005	4.50%
05/08/2004	4.75%
10/06/2004	4.50%
06/05/2004	4.25%
05/02/2004	4.00%
06/11/2003	3.75%
10/07/2003	3.50%
06/02/2003	3.75%
08/11/2001	4.00%
04/10/2001	4.50%
18/09/2001	4.75%

02/08/2001	5.00%
10/05/2001	5.25%
05/04/2001	5.50%
08/02/2001	5.75%
10/02/2000	6.00%
13/01/2000	5.75%

Products & Solutions

Sector Expertise

Useful Resources

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Your eligible deposits with Barclays Bank PLC are protected up to the FSCS compensation limit by the Financial Services Compensation Scheme, the UK's deposit guarantee scheme. This limit is applied to the total of any deposits you have with the following: Barclays, Barclays Corporate Banking, Barclays Investment Bank, Barclays Private Banking and Barclaycard. Any total deposits you hold above the limit between these brands are unlikely to be covered. For further information visit www.fscs.org.uk[^] (opens in a new window).

Barclays Bank PLC is registered in England (Company No. 1026167) with its registered office at 1 Churchill Place, London E14 5HP. Barclays Bank PLC is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority (Financial Services Register No. 122702) and the Prudential Regulation Authority. Barclays is a trading name and trade mark of Barclays PLC and its subsidiaries.

#This link takes you to a Barclays Bank UK PLC website

*Lines are open Monday to Friday, 8am to 6pm. To maintain a quality service we may monitor or record phone calls. [Call charges and information](#).

†[Software requirements](#).

[^]You are about to link through to a non Barclays site. Please note that Barclays is not responsible for the accuracy or content of this website, and is not recommending it or giving any assurances as to its standing. Barclays does not accept any liability for any loss or damage suffered as a result of its use.

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LOVELL REID MARRIOTT

Defendant

EXHIBIT "POC5"

Unit #25 - Lovell Marriott Dated June 7, 2018							RATE 4.5%
Month	Monthly Fee	Insurance Premium	Payment	Net Balance	Days	Monthly Interest	Balance
Balance Brought Down							\$ 11,120.63
Jan-17	\$ 150.00	\$ -	\$ -	\$ 10,105.00	31	\$ 42.50	\$ 11,313.13
Feb-17	\$ 150.00	\$ -	\$ -	\$ 10,255.00	28	\$ 39.05	\$ 11,502.18
Mar-17	\$ 150.00	\$ -	\$ -	\$ 10,405.00	31	\$ 43.96	\$ 11,696.14
Apr-17	\$ 150.00	\$ -	\$ -	\$ 10,555.00	30	\$ 43.26	\$ 11,889.40
May-17	\$ 150.00	\$ -	\$ -	\$ 10,705.00	31	\$ 45.44	\$ 12,084.84
Jun-17	\$ 150.00	\$ -	\$ -	\$ 10,855.00	30	\$ 44.70	\$ 12,279.54
Jul-17	\$ 150.00	\$ -	\$ -	\$ 11,005.00	31	\$ 46.93	\$ 12,476.47
Aug-17	\$ 150.00	\$ -	\$ -	\$ 11,155.00	31	\$ 47.68	\$ 12,674.16
Sep-17	\$ 150.00	\$ -	\$ -	\$ 11,305.00	30	\$ 46.88	\$ 12,871.03
Oct-17	\$ 150.00	\$ -	\$ -	\$ 11,455.00	31	\$ 49.19	\$ 13,070.23
Nov-17	\$ 150.00	\$ -	\$ -	\$ 11,605.00	30	\$ 48.34	\$ 13,268.57
Dec-17	\$ 150.00	\$ -	\$ -	\$ 11,755.00	31	\$ 50.71	\$ 13,469.28
Jan-18	\$ 150.00	\$ -	\$ -	\$ 11,905.00	31	\$ 51.48	\$ 13,670.76
Feb-18	\$ 150.00	\$ -	\$ -	\$ 12,055.00	28	\$ 47.19	\$ 13,867.95
Mar-18	\$ 150.00	\$ -	\$ -	\$ 12,205.00	31	\$ 53.00	\$ 14,070.95
Apr-18	\$ 150.00	\$ 75.00	\$ -	\$ 12,430.00	30	\$ 52.04	\$ 14,347.99
May-18	\$ 150.00	\$ 75.00	\$ -	\$ 12,655.00	31	\$ 54.84	\$ 14,627.83
Jun-18	\$ 150.00	\$ 75.00	\$ -	\$ 12,880.00	7	\$ 12.62	\$ 14,865.46
<u>\$ 12,655.00</u>			<u>\$ -</u>	<u>\$ 12,880.00</u>		<u>\$ 1,985.46</u>	<u>\$ 14,865.46</u>

Unit #25 - Lovell Marriott						RATE
Dated December 31, 2017						4.5%
Month	Monthly Fee	Payment	Net Balance	Days	Monthly Interest	Balance
Jan-12	\$ 100.00	\$ -	\$ 100.00	31	\$ -	\$ 100.00
Feb-12	\$ 100.00	\$ -	\$ 200.00	28	\$ 0.35	\$ 200.35
Mar-12	\$ 100.00	\$ -	\$ 300.00	31	\$ 0.77	\$ 301.11
Apr-12	\$ 150.00	\$ -	\$ 450.00	30	\$ 1.11	\$ 452.22
May-12	\$ 150.00	\$ -	\$ 600.00	31	\$ 1.73	\$ 603.95
Jun-12	\$ 150.00	\$ -	\$ 750.00	30	\$ 2.23	\$ 756.19
Jul-12	\$ 150.00	\$ -	\$ 900.00	31	\$ 2.89	\$ 909.08
Aug-12	\$ 150.00	\$ -	\$ 1,050.00	31	\$ 3.47	\$ 1,062.55
Sep-12	\$ 150.00	\$ -	\$ 1,200.00	30	\$ 3.93	\$ 1,216.48
Oct-12	\$ 150.00	\$ -	\$ 1,350.00	31	\$ 4.65	\$ 1,371.13
Nov-12	\$ 150.00	\$ -	\$ 1,500.00	30	\$ 5.07	\$ 1,526.20
Dec-12	\$ 150.00	\$ -	\$ 1,650.00	31	\$ 5.83	\$ 1,682.03
Jan-13	\$ 150.00	\$ -	\$ 1,800.00	31	\$ 6.43	\$ 1,838.46
Feb-13	\$ 150.00	\$ -	\$ 1,950.00	28	\$ 6.35	\$ 1,994.81
Mar-13	\$ 150.00	\$ -	\$ 2,100.00	31	\$ 7.62	\$ 2,152.43
Apr-13	\$ 150.00	\$ -	\$ 2,250.00	30	\$ 7.96	\$ 2,310.40
May-13	\$ 150.00	\$ -	\$ 2,400.00	31	\$ 8.83	\$ 2,469.23
Jun-13	\$ 150.00	\$ -	\$ 2,550.00	30	\$ 9.13	\$ 2,628.36
Jul-13	\$ 150.00	\$ -	\$ 2,700.00	31	\$ 10.05	\$ 2,788.40
Aug-13	\$ 150.00	\$ -	\$ 2,850.00	31	\$ 10.66	\$ 2,949.06
Court Fees	\$ 205.00	\$ -	\$ 3,055.00		\$ -	\$ 3,154.06
Sep-13	\$ 150.00	\$ -	\$ 3,205.00	30	\$ 10.91	\$ 3,314.97
Oct-13	\$ 150.00	\$ -	\$ 3,355.00	31	\$ 12.67	\$ 3,477.64
Nov-13	\$ 150.00	\$ -	\$ 3,505.00	30	\$ 12.86	\$ 3,640.50
Dec-13	\$ 150.00	\$ -	\$ 3,655.00	31	\$ 13.91	\$ 3,804.41
Jan-14	\$ 150.00	\$ -	\$ 3,805.00	31	\$ 14.54	\$ 3,968.95
Feb-14	\$ 150.00	\$ -	\$ 3,955.00	28	\$ 13.70	\$ 4,132.65
Mar-14	\$ 150.00	\$ -	\$ 4,105.00	31	\$ 15.79	\$ 4,298.45
Apr-14	\$ 150.00	\$ -	\$ 4,255.00	30	\$ 15.90	\$ 4,464.35
May-14	\$ 150.00	\$ -	\$ 4,405.00	31	\$ 17.06	\$ 4,631.41
Jun-14	\$ 150.00	\$ -	\$ 4,555.00	30	\$ 17.13	\$ 4,798.54
Jul-14	\$ 150.00	\$ -	\$ 4,705.00	31	\$ 18.34	\$ 4,966.88
Aug-14	\$ 150.00	\$ -	\$ 4,855.00	31	\$ 18.98	\$ 5,135.86
Sep-14	\$ 150.00	\$ -	\$ 5,005.00	30	\$ 19.00	\$ 5,304.86
Demolition	\$ 900.00		\$ 5,905.00		\$ -	\$ 6,204.86
Oct-14	\$ 150.00	\$ -	\$ 6,055.00	31	\$ 23.71	\$ 6,378.57

Nov-14	\$ 150.00	\$ -	\$ 6,205.00	30	\$ 23.59	\$ 6,552.16
Dec-14	\$ 150.00	\$ -	\$ 6,355.00	31	\$ 25.04	\$ 6,727.21
Jan-15	\$ 150.00	\$ -	\$ 6,505.00	31	\$ 25.71	\$ 6,902.92
Feb-15	\$ 150.00	\$ -	\$ 6,655.00	28	\$ 23.83	\$ 7,076.75
Mar-15	\$ 150.00	\$ -	\$ 6,805.00	31	\$ 27.05	\$ 7,253.79
Apr-15	\$ 150.00	\$ -	\$ 6,955.00	30	\$ 26.83	\$ 7,430.62
May-15	\$ 150.00	\$ -	\$ 7,105.00	31	\$ 28.40	\$ 7,609.02
Jun-15	\$ 150.00	\$ -	\$ 7,255.00	30	\$ 28.14	\$ 7,787.16
Jul-15	\$ 150.00	\$ -	\$ 7,405.00	31	\$ 29.76	\$ 7,966.93
Aug-15	\$ 150.00	\$ -	\$ 7,555.00	31	\$ 30.45	\$ 8,147.38
Sep-15	\$ 150.00	\$ -	\$ 7,705.00	30	\$ 30.13	\$ 8,327.51
Oct-15	\$ 150.00	\$ -	\$ 7,855.00	31	\$ 31.83	\$ 8,509.34
Nov-15	\$ 150.00	\$ -	\$ 8,005.00	30	\$ 31.47	\$ 8,690.81
Dec-15	\$ 150.00	\$ -	\$ 8,155.00	31	\$ 33.22	\$ 8,874.03
Jan-16	\$ 150.00	\$ -	\$ 8,305.00	31	\$ 33.92	\$ 9,057.94
Feb-16	\$ 150.00	\$ -	\$ 8,455.00	29	\$ 32.39	\$ 9,240.33
Mar-16	\$ 150.00	\$ -	\$ 8,605.00	31	\$ 35.32	\$ 9,425.64
Apr-16	\$ 150.00	\$ -	\$ 8,755.00	30	\$ 34.86	\$ 9,610.50
May-16	\$ 150.00	\$ -	\$ 8,905.00	31	\$ 36.73	\$ 9,797.23
Jun-16	\$ 150.00	\$ -	\$ 9,055.00	30	\$ 36.24	\$ 9,983.47
Jul-16	\$ 150.00	\$ -	\$ 9,205.00	31	\$ 38.16	\$ 10,171.63
Aug-16	\$ 150.00	\$ -	\$ 9,355.00	31	\$ 38.88	\$ 10,360.50
Sep-16	\$ 150.00	\$ -	\$ 9,505.00	30	\$ 38.32	\$ 10,548.82
Oct-16	\$ 150.00	\$ -	\$ 9,655.00	31	\$ 40.32	\$ 10,739.14
Nov-16	\$ 150.00	\$ -	\$ 9,805.00	30	\$ 39.72	\$ 10,928.86
Dec-16	\$ 150.00	\$ -	\$ 9,955.00	31	\$ 41.77	\$ 11,120.63
Jan-17	\$ 150.00	\$ -	\$ 10,105.00	31	\$ 42.50	\$ 11,313.13
Feb-17	\$ 150.00	\$ -	\$ 10,255.00	28	\$ 39.05	\$ 11,502.18
Mar-17	\$ 150.00	\$ -	\$ 10,405.00	31	\$ 43.96	\$ 11,696.14
Apr-17	\$ 150.00	\$ -	\$ 10,555.00	30	\$ 43.26	\$ 11,889.40
May-17	\$ 150.00	\$ -	\$ 10,705.00	31	\$ 45.44	\$ 12,084.84
Jun-17	\$ 150.00	\$ -	\$ 10,855.00	30	\$ 44.70	\$ 12,279.54
Jul-17	\$ 150.00	\$ -	\$ 11,005.00	31	\$ 46.93	\$ 12,476.47
Aug-17	\$ 150.00	\$ -	\$ 11,155.00	31	\$ 47.68	\$ 12,674.16
Sep-17	\$ 150.00	\$ -	\$ 11,305.00	30	\$ 46.88	\$ 12,871.03
Oct-17	\$ 150.00	\$ -	\$ 11,455.00	31	\$ 49.19	\$ 13,070.23
Nov-17	\$ 150.00	\$ -	\$ 11,605.00	30	\$ 48.34	\$ 13,268.57
Dec-17	\$ 150.00	\$ -	\$ 11,755.00	31	\$ 50.71	\$ 13,469.28
	<u>\$ 11,755.00</u>	<u>\$ -</u>	<u>\$ 11,755.00</u>		<u>\$ 1,714.28</u>	<u>\$ 13,469.28</u>

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

BETWEEN:

THE PROPRIETORS STRATA PLAN NO 155

Plaintiff

AND

LOVELL REID MARRIOTT

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 defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2018.

See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

Defendant's Signature

REMINDER -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.