

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 156 OF 2018

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No. 491

AND:



(1) PAMELA BRYAN  
(2) EARL BRYAN

PLAINT



PLAINTIFF



DEFENDANTS

TO THE DEFENDANTS of P.O Box 354, Grand Cayman, Cayman Islands, KY1-1501

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

Within fourteen (14) days after the 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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

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

Issued this 20<sup>th</sup> day of July 2018.

**IMPORTANT**

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

## **Introduction**

1. The Plaintiffs are the registered owners of the properties comprised in Strata Plan No. 491, more commonly known as Hyre Point Townhouses, George Town Grand Cayman ("Hyre Point").
2. The Defendants are Pamela and Earl Bryan, who are the proprietors of a Strata Lot, commonly known as Unit 2, Hyre Point ("**Unit 2**").

## **Unpaid Fees and Assessments**

3. Pursuant to the Hyre Point By-Laws ("**the By-Laws**"), the Defendants were required to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of Unit 2 ("**the Strata Fees**").
4. The Defendants, in breach of the terms and obligations of the By Laws, have defaulted in the payment of the Strata Fees having failed to pay the sums due to Hyre Point since 30<sup>th</sup> January 2018.
5. The balance outstanding to Hyre Point is presently CI\$5,604.54 ("**the Arrears**").
6. Despite requests to remedy the breach of the By-Laws being made to the Defendants by the Plaintiff and its attorneys, the Arrears remain unpaid and outstanding.

## **Interest and Legal Expenses**

7. Clause 4 of the By-Laws in summary provide that the Defendants shall:
  - (i) pay Hyre Point in respect of all cost and expenses incurred in the performance of its duties; and
  - (ii) pay interest to Hyre Point on the Arrears of \$10.00 every 15 days until the entire sums due have been paid.
8. The interest is included in the calculation of the Arrears.
9. By reason of the Defendants failure to pay the Strata Fees and Arrears the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendants in accordance with the said By-Laws.

## **Particulars of Loss**

### *Strata Fees*

The Plaintiff has suffered in amount of Arrears being CI\$ 5,604.54 as at 1 July 2018.

The Plaintiff is entitled to the payment of Strata Fees and interest up to the date of trial. Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

**Legal Expenses**

By reason of the Defendant's breaches the Plaintiffs have incurred legal expenses for which the Defendants are, in accordance with Clause 4 required to pay on a full indemnity basis.

As at the date of issue of the Plaint the Plaintiffs have incurred the following reasonable expenses: -

(a) Professional fees and disbursements - Nelson & Company CI\$ 1,000.00

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

**The Plaintiff therefore claims against the Defendants**

- (1) Judgment in the sum of CI\$6,604.54 or such other sums as may be due at date of trial;
- (2) Pre and post-judgment calculated pursuant to clause 4 of the By-Laws at a rate of \$10 every 15 days, being included in the Arrears at the date of issue of the Plaint and accruing at a rate of \$10 every 15 days.
- (3) Costs; and
- (4) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$ 6,604.54** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

*Nelson & Co*

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**Nelson & Company**  
**Attorneys for the Plaintiff**

Plaintiff's address for service:

31 The Strand,  
46 Canal Point Drive,  
PO Box 2075,  
Grand Cayman  
KY1-1105,  
Cayman Islands.

This Plaintiff was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

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ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

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2. State whether the Defendant intends to contest the action (tick box)

YES

NO

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

YES

NO

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4. If you 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.

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**Defendant's Signature**

**Dated this \_\_\_\_\_ day of July, 2018**

**PARTICULARS OF DEFENCE**

Here set out in numbered paragraphs 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 delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.