

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 81 OF 2019

BETWEEN:

THE PROPRIETORS STRATA PLAN NO 155

Plaintiff

AND

LOVELL REID MARRIOTT

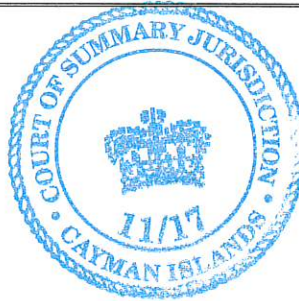
Defendant



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 9 day of April 2019

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 situated 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.

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."

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 By-laws. Strata Plan No. 155 has its own By-laws which 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."

7. The interest rate applied to the outstanding debt is 4.50% per annum up to 1 August 2018 (when the Barclays Bank Base Rate changed. From 2 August 2018 the interest rate applied is now 4.75% per annum and continuing at this rate. The Plaintiff used Barclays Bank's Base Rate taken from the Barclays UK website, which is currently at 0.75%, as Barclays no longer operates in the Cayman Islands.
8. The Defendant defaulted on her strata payments and as of 31 March 2019, owed to the Plaintiff is the principal sum of CI\$14,905.00. Interest on that sum continues to accrue.
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\$14,905.00 being the principal sum due.
- b) CI\$3,834.02 pre-judgment interest from 1 February 2012 to 1 August 2018 at the rate of 4.5% per annum in accordance with the terms of the Bylaws.
- c) CI\$467.47 pre-judgment interest from 2 August 2018 to 31 March 2019 at the rate of 4.75% per annum in accordance with the terms of the Bylaws.
- d) Pre and post-judgment interest from 1 April 2019 at rate of 4.75% per annum.

- e) Fixed costs of CI\$175.00 pursuant to the Summary Court Rules and such further costs to be assessed.
- f) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

This Complaint 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\$14,905.00 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 up to 1 August 2018 and from the 2 August 2018 thereafter at a rate of 4.75%.
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).

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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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2019.

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.