



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 45 OF 2018

BETWEEN:

AND  THE PROPRIETORS, STRATA PLAN 186
DEAN MARTIN TAYLOR-HODGSON PLAINTIFF
And
DENEISE ANDREA TAYLOR-HODGSON
 DEFENDANTS

AMENDED PLAINT

AMENDED BY ORDER OF THE COURT 21ST JUNE 2019

TO:

Dean Martin Taylor-Hodgson
Deneise Andrea Taylor Hodgson
Unit 9 West Palm Condos

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 9th of March 2018

See overleaf for particulars of the Plaintiff's claim.

This PLAINT was reissued by McGrath Tonner, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is 5th Floor Genesis Bldg, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.

AMENDED PARTICULARS OF CLAIM

1. The Defendants are the registered joint proprietors of the property situated at Block and Parcel 4E 599H9, West Bay North West, West Palm Condos, Block C, Apartment 9, which is a residential development known as West Palm Condos and situated in West Bay, Grand Cayman and the subject of the Strata Plan 186.
2. The Plaintiff is a body corporate consisting of a collection of all the Strata Proprietors contained within Strata Plan 186 in accordance with section 5(1) of the Strata Titles Registration Law (2005 Revision) (“**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. Subject to the Law, the control, management, administration, use and enjoyment of the Strata lots and the common property contained in every registered strata plan shall be regulated by by-laws.
5. Pursuant to Section 33(3) of the Plaintiff's By-laws it is the Defendants' joint and severable obligation to pay to the Plaintiff (“the corporation”) within 21 days of demand:

“(A) All contributions necessary to establish and maintain a fund for administrative expenses, levied by the corporation pursuant to Section 6(2) of the Law and sufficient in the opinion of the corporation for the control. Management and

administration of the Common Property, for the payment of insurance premiums and for the discharge of any other obligations of the corporation.

(B) all other costs and expenses incurred by the corporation in connection with the performance of its duties under the law and these By-laws.”

Provided always that:

(A) In the event of any such payment not being made within 21 days of such demand he shall pay interest thereon at the rate of 12% per annum, which interest shall accrue from day to day until payment..”

6. The Plaintiff levied such contributions by way of monthly invoices sent to the Defendants stating the payment due for that month.
7. The Defendants have failed to honour their obligations to make such payments within 21 days of demand and have been in arrears of payments for in excess of four years.
8. The Defendants are now in arrears in the amount of CI\$~~18,853.44~~ 4,480.15 as at 1 February 2018 in accordance with the statement annexed hereto, inclusive of accrued interest.
9. The Plaintiff claims monies due from the Defendants' breach of contract, that contract being the Strata by-laws which exist and are legally enforceable as between the Plaintiff and Defendants pursuant to section 21 of the Strata Titles Registration Law (2005 Revision).
10. The amount as set out above includes interest to which the Plaintiff is entitled in accordance with by-law 33(3) of the by-laws, that rate of interest being 12% per annum calculated on a daily basis in the event of non-payment of strata fees which interest shall accrue from day to day until payment.
11. Interest is claimed on sums outstanding for more than 21 days from 2 February 2018.

STATEMENT REGARDING INTEREST

- a) The Plaintiff seeks pre and post judgment interest from the ~~2 July 2011~~ **1 September 2014** in accordance with the provisions of the by-laws or in the alternative in accordance with Section 34 of the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed as per the by-laws is 12% per annum.
- c) In the alternative the interest rate as per the Judgment Debt (Rates of Interest) Rules is 2 3/8 % per annum.
- d) Interest is claimed from 2 February 2018 on all sums over 21 days in arrears. The total amount of interest since 2 February 2018 is CI\$197.40.
- e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$5.64.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$~~18,853.44~~ **4,480.15**.
- (ii) Pre and post judgment Interest on the said sum of CI\$~~18,853.44~~ **4,480.15** in accordance with the Strata by-laws and/or in the alternative the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (ii) Costs in accordance with the By-laws, or in such sum as the court may award in accordance with the Summary Court Rules.

If within the time for returning Acknowledgement of Service the Defendants pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$~~18,853.44~~ **4,480.15** (together with interest and costs of CI\$150) all further proceedings will be stayed.

This PLAINT was reissued by McGrath Tonner, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is 5th Floor Genesis Bldg, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.

Dated this 9th of March 2018

Redated this 5th day of July 2019

A handwritten signature in blue ink, consisting of the name 'McGrath Tonner' written in a cursive style. The signature is positioned above a horizontal line.

McGrath Tonner

Attorneys-at-Law for the Plaintiff

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PLAINTIFF

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And

DENEISE ANDREA TAYLOR-HODGSON

DEFENDANTS

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 , 2018

See Overleaf

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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.

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