

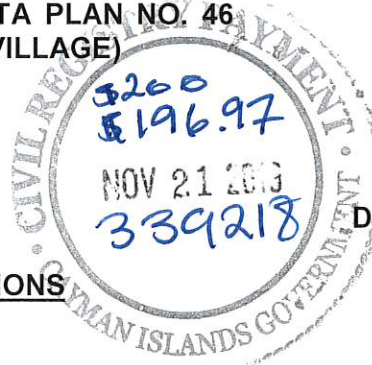
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: 194 OF 2019

BETWEEN: THE PROPRIETORS, STRATA PLAN NO. 46  
(KNOWN AS PLANTATION VILLAGE) PLAINTIFF

AND: LEO BRADSHAW DEFENDANT



WRIT OF SUMMONS

TO: LEO BRADSHAW of 196 Wilfred Avenue, Toronto, ON M2N 5C9, Canada

**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 14 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 495G, 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 20<sup>th</sup> day of November 2019

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the 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.

**THIS WRIT** was issued by Walkers, Attorneys at Law of 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands for the Plaintiff whose address for service is care of its Attorneys-at-Law.

## STATEMENT OF CLAIM

1. At all material times, the Defendant was (and remains) the registered proprietor of the residential property located at Block 3B Parcel 142H70, known as The Plantation Village Beach Resort, Unit 44 (the "**Property**"). The Property is not occupied by the Defendant but is offered for short-term rental as a vacation home.
2. The Property forms part of the Plaintiff Strata Plan (the "**Strata**") and accordingly at all material times the Defendant was bound by, and obliged to comply with, the by-laws of the Strata (as amended on 27 February 2014)(the "**By-Laws**").
3. Pursuant to the By-Laws the Defendant was under, *inter alia*, the following obligations:
  - (a) Pursuant to By-Law 39(4)(ii) to pay to the Strata Corporation all rates, charges, outgoings and assessments that may be payable in respect of the Property;
  - (b) Pursuant to By-Law 39(4)(iii)(a) to pay all contributions to the Strata Corporation for administrative expenses levied by the Strata Corporation;
  - (c) Pursuant to By-Law 39(4)(iii)(b) to pay a proportionate share of the costs and expenses incurred by the Strata Corporation in connection with the performance of its duties; and
  - (d) Pursuant to By-Law 39(4)(iii)(b) to pay interest at a rate determined by the Executive Committee of the Corporation (the "**Executive Committee**") (such rate not to be greater than 18% per annum) on all payments not made within 30 days of demand plus collection and legal costs if applicable.
4. Pursuant to a resolution of the Executive Committee, it was resolved that the interest applicable to By-Law 39(4)(iii) would be set at the rate of 18% per annum on all sums owed by proprietors which were more than 30 days overdue.
5. The Strata Corporation submitted an itemised statement of account (the "**Account Statement**") to the Defendant on a quarterly basis consolidating the various sums payable in respect of the Property into a single demand for payment. Notwithstanding the

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presentation of these demands for payment and in breach of his obligations under the By-Laws, the Defendant has failed to discharge in full the payments required of him.

6. Such limited repayments as have been made have been cancelled out by the accrual of subsequent monthly charges and the account remains significantly in arrears. As at 30 September 2019, the Defendant was indebted to the Plaintiff in the sum of US\$36,215.37.
7. Interest accrues on the sum outstanding at the rate of 18% per annum running from 30 October 2019. This amounts to US\$375.06 at the date of issue hereof and continues to accrue until trial or settlement (whichever is sooner) at the rate of US\$17.86 per day.

**AND THE PLAINTIFF** claims:

- (1) Payment of the said sum of US\$36,215.37 and such further arrears as may in future accrue;
- (2) Interest as aforesaid;
- (3) Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$36,215.37 further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

Dated 20 November 2019

\_\_\_\_\_  
**WALKERS**  
Attorneys At Law for the Plaintiff

THIS WRIT was issued by Walkers, Attorneys at Law of 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands for the Plaintiff whose address for service is care of its Attorneys-at-Law.

**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 Courts Office, 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 Plaintiffs (or on the Plaintiffs 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 instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## 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 14 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, the form must be completed by him 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 authorised 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, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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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:

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes

no

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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

**Please complete 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 the 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.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Walkers  
Attorneys at Law  
190 Elgin Avenue  
George Town  
Grand Cayman KY1-9001  
  
Ref: ND/BKB/160658

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.