

IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO. SC 62 of 2020

BETWEEN:

THE PROPRIETORS OF STRATA PLAN 448

PLAINTIFF

SHAMUA SHAYAM SPENCER

FIRST DEFENDANT

NEIL ARMSTRONG PRENDERGAST

SECOND DEFENDANT



PLAINT



TO: Shamua Shayam Spencer & Neil Armstrong Prendergast
28 Parkview Court
George Town
Grand Cayman KY1-1009

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, PO Box 495GT, 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 Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 11th day of June 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a strata corporation established under the Cayman Islands Strata Titles Registration Law (2013 Revision) ("the Law"), being a condominium development known as Parkview Court II ("the Strata"). The Strata is capable of bringing proceedings by virtue of section 5(1) of the Law.
2. The Defendants, at all material times, are and were the registered owners of one of the Strata lots, being Block 13D, Parcel 331H28 known as Unit 28 Parkview Court II ("the Property").
3. The control, management, administration, use and enjoyment of the Strata lots and the common property contained in the registered strata plan of the Plaintiff is regulated by the Plaintiff's Bye-Laws ("the Bye-Laws").
4. By virtue of section 21(7) of the Law, the Bye-Laws of a Strata in force at any time shall bind the owners of units at the Plaintiff strata including the defendant.
5. Pursuant to Bye-Law 2(c) of the registered Bye-Laws of the Strata it is the Defendant's obligation to pay within fourteen (14) days of demand charges and outgoings assessed by the Plaintiff in order for the Plaintiff to comply with its duties and obligations to insure the Strata units and to control, manage and administer the common property.
6. The Plaintiff levied charges and assessments by way of monthly invoices sent to the Defendant stating the payment due for the month and the cumulative debt at that time.
7. Despite repeated demand by the Plaintiff, the Defendant has failed or refused to make payment to the contributions assessed and levied by the Plaintiff.
8. As at 1 June 2020, the Defendant is indebted to the Plaintiff in the principal sum of CI\$17,314.00.

STATEMENT REGARDING INTEREST

9. The Plaintiff seeks pre and post judgment interest at the rate of 12% per annum from 1 June 2020 to the date of payment pursuant to Bye-Law 2(c)(iii) in accordance with the contract terms and the provisions of the Judicature Law.
10. Interest is calculated in accordance with Bye-Law 2(c)(iii) at the rate of 12% per annum.
11. The current interest rate claimed is 12%.
12. Interest is claimed on the sum claimed from the date of issue of the Plaintiff.

13. The amount of interest owing as at the issue of the Plaintiff is CI\$56.92.
14. The amount of interest accruing each day following the issue of this Plaintiff is CI\$5.69.

AND THE PLAINTIFF CLAIMS:

- a) The said sum of CI\$17,314.00 as monies due and owing.
- b) Pre and post judgment interest from the date of issue of Plaintiff and interest accruing thereafter on the said sum at CI\$5.69 daily until payment.
- c) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service



KSG
Attorneys for Plaintiff

If within the time for returning the Acknowledgement of Service the Defendant(s) pay(s) to the Plaintiff's Attorneys the total amount claimed of CI\$17,314.00 and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service:

4 th Floor Harbour Centre 42 North Church Street PO Box 2255 George Town, KY1-1107
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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2020

BETWEEN: THE PROPRIETORS OF STRATA PLAN 448 PLAINTIFF
AND: SHAMUA SHAYAM SPENCER FIRST DEFENDANT
AND: NEIL ARMSTRONG PRENDERGAST SECOND 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 _____, 2020

See Overleaf

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)

Defendant's Signature

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