



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 81 OF 2020

BETWEEN:

THE PROPRIETORS STRATA PLAN NO 178

Plaintiff

AND

CHYNAE SAMUELS

Defendant



PLAINT



TO:

Chynae Samuels  
Unit #3 Nightengale Manor  
PO Box 10866,  
Grand Cayman, KY1-1007  
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 17<sup>th</sup> day of July 2020.

**See overleaf for particulars of the Plaintiff's claim**

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is a strata corporation consisting of all Strata Proprietors contained in Strata Plan No. 178 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 10866, Grand Cayman, KY1-1007, Cayman Islands. The Defendant is the registered proprietor of the property known and situated as Registration Section, Savannah, Block 28B Parcel No. 240H3, Nightengale Manor, Apartment No. 3 ("the Property"), a residential development subject of Strata Plan No. 178.
  
3. The Duties and Powers of Strata Plan No. 178 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. Pursuant to section 21 of the Law, the Strata Plan No. 178 is regulated by By-laws which state, *inter alia*, as follows:

*"5. Every Proprietor must pay on demand all amounts not payable at a fixed time which he owes to the Corporation at any time, together with interest as provided for in clause 6(38), and in addition to any remedy which the Corporation has to recover those amounts, it may recover them in the manner stated in Clause 6(3) as if they were a contribution payable by the Proprietor to the Corporation."*

Additionally;

*"6. A proprietor must... (2) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot...(3) pay to the Corporation within fourteen (14) days of demand or at such times as the Executive Committee determines his pro rate share of all money necessary in the Executive Committee's opinion to establish and maintain the funds referred to in clauses 3(15) and 3(17) including any special contributions levied for those purposes, and also any expenses which the Corporation incurs in collecting any amount which the Proprietor owed the Corporation...."*

Moreover;

*"6(38) pay to the Corporation interest at the rate of four percent (4%) per annum over the thirty (30) day London Inter Bank Offer rate for United States Dollars at the time of default quotes by the bankers of the Corporation, with a minimum of twelve percent (12%) per annum, accruing on a daily basis with monthly rents, on all payments due to the Corporation and unpaid for fourteen (14) days after the due date..."*

7. The Defendant defaulted on her strata payments and as of 30 June 2020, owed to the Plaintiff is the principal sum of CI\$12,685.41.
8. The Defendant has either failed or neglected to make full payment to the Plaintiff notwithstanding a Demand for the monies served upon the Defendant on 30 October 2019.
9. On or around 16 June 2020 the Defendant indicated that she would immediately pay CI\$500 per month towards arrears and simultaneously resume regular monthly strata payments of CI\$361.76 per month, commencing in June 2020. To date, no payments have been received by our Client.

10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceedings.

**AND THE PLAINTIFF claims:**

- a) CI\$12,685.41 being the principal sum due;
- b) Pre and post-judgment interest from 17 July 2020 at the rate of 12% per annum in accordance with the terms of the Bylaws at the rate of CI\$4.17 per diem;
- c) Alternatively, pre and post judgment interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and *The Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375% for such period as the Court deems fit.
- d) Fixed costs of CI\$175.00 pursuant to the Summary Court Rules, alternatively costs to be assessed; and
- e) Such further and other relief as this Court may deem just.

HSM Chambers  
HSM Chambers  
Attorneys for the Plaintiff

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: 318892.0011).

## INDORSEMENT

The principal amount claimed in respect of the debt is CI\$12,685.41 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 6 above;
2. The prescribed rate of interest is 12% per annum;
3. The date from which interest is payable is 17 July 2020;
4. The amount of interest accruing each day is CI\$4.17;
5. Alternatively, interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and *The Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375%;
6. The date from which interest is payable is 17 July 2020.

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: 318892.0011).

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2020

B E T W E E N:

THE PROPRIETORS STRATA PLAN NO 155

Plaintiff

AND

CHYNAE SAMUELS

Defendant

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**ACKNOWLEDGMENT OF SERVICE**

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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 Plaint is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this      day of      2020.

**See overleaf**

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**PARTICULARS OF DEFENCE**

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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]*

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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.