



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC of 2020

**BETWEEN:**

**THE PROPRIETORS OF STRATA PLAN 210**

**PLAINTIFF**

**AND:**

**CHERRY D SMITH**

**FIRST DEFENDANT**

**AND:**

**JOHN GLEN CRUZ SMITH**

**SECOND DEFENDANT**

---

**PLAINT**

---

TO: Cherry D Smith and John Glen Cruz Smith  
Apt. 5 Xrystal Village II  
Prospect  
PO Box 11350  
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 25<sup>th</sup> day of November 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 Countryside Estates ("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 22E, Parcel 247H5 known as Unit 5 Xrystal Village 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 By-Laws ("the By-Laws").
4. By virtue of section 21(7) of the Law, the By-Laws of a Strata in force at any time shall bind the owners of units at the Plaintiff strata including the Defendants.
5. Pursuant to By-Law 4.1(b) of the registered By-Laws of the Strata it is the Defendants' obligation to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Strata lot.
6. Pursuant to By-Law 4.1(d) of the registered By-Laws of the Strata it is the Defendants' obligation to pay within 30 days of demand all contributions necessary to establish and maintain a fund for administrative expenses 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.
7. The Plaintiff levied charges and assessments by way of monthly invoices sent to the Defendants stating the payment due for the month and the cumulative debt at that time.
8. Despite repeated demand by the Plaintiff, the Defendants have failed or refused to make payment to the contributions assessed and levied by the Plaintiff.
9. As at 1 November 2020, the Defendants are indebted to the Plaintiff in the principal sum of CI\$12,660.00.
10. By reason of the Defendants' breach of the By-Laws and by reason of their failure to pay the contributions levied (as set out above), the Plaintiff has suffered loss and damage.
11. Further, the Plaintiff's entitlement to payment continues to accrue on a monthly basis and, if payment is not made in accordance with the By-Laws, the Plaintiff will add the accrued amounts to the sum claimed herein.
12. Further, the Plaintiff seeks interest calculated in accordance with the By-Laws as set out below.

## STATEMENT REGARDING INTEREST

13. The Plaintiff seeks pre and post judgment interest at the rate of 4% per annum over the 30 day London Inter Bank Offer Rate for United States Dollars from 25 November 2020 to the date of payment pursuant to By-Law 4.1(f) and in accordance with the contract terms and the provisions of the Judicature Law.
14. Interest is calculated in accordance with By-Law 4.1(f) at the rate of 7.25% per annum.
15. The current interest rate claimed is 7.25%.
16. Interest is claimed on the sum claimed from the date of issue of the Plaintiff.
17. The amount of interest owing as at the issue of the Plaintiff is CI\$0.00.
18. The amount of interest accruing each day following the issue of this Plaintiff is CI\$2.51.

## AND THE PLAINTIFF CLAIMS:

- a) The said sum of CI\$12,660.00 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\$2.51 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 Defendants pay to the Plaintiff's Attorneys the total amount claimed of CI\$12,660.00 and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service:

4 <sup>th</sup> Floor Harbour Centre 42 North Church Street PO Box 2255 George Town, KY1-1107
--

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC of 2020**

**BETWEEN:**

**THE PROPRIETORS OF STRATA PLAN 210**

**PLAINTIFF**

**AND:**

**CHERRY D SMITH**

**FIRST DEFENDANT**

**AND:**

**JOHN GLEN CRUZ SMITH**

**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 \_\_\_\_\_ date 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.