

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

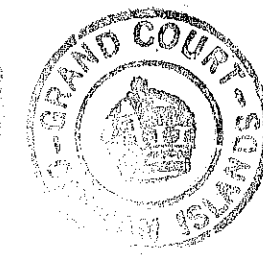
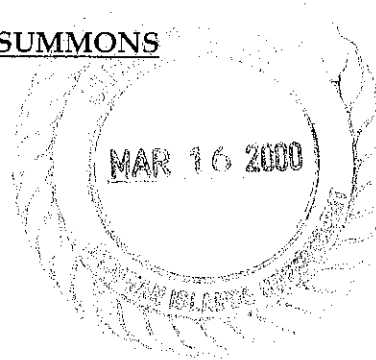
185  
CAUSE NO. OF 2000

BETWEEN: THE PROPRIETORS, STRATA PLAN NO. 71  
(A CORPORATION) Plaintiff  
AND: HARVEY C. SLOCUM First Defendant  
AND: PATRICIA C. SLOCUM Second Defendant

WRIT OF SUMMONS

TO: HARVEY C. SLOCUM  
No. 18, Casa Caribe,  
Grand Cayman.

AND TO: PATRICIA C. SLOCUM  
C/o Vision 2000 Office,  
George Town,  
Grand Cayman.



THIS WRIT OF SUMMONS has been issued with leave of the court against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within twenty-eight (28) 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 495 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this                    day of March 2000.

NOTE - This Writ may not be served later than 6 calendar months beginning with the date of issue unless renewed by order of the court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form

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CAUSE NO. OF 2000

<b>BETWEEN:</b>	<b>THE PROPRIETORS, STRATA PLAN NO. 71 (A CORPORATION)</b>	<b>Plaintiff</b>
<b>AND:</b>	<b>HARVEY C. SLOCUM</b>	<b>First Defendant</b>
<b>AND:</b>	<b>PATRICIA C. SLOCUM</b>	<b>Second Defendant</b>

STATEMENT OF CLAIM

1. The Plaintiff is a strata corporation ("the Corporation") created under the relevant laws of the Cayman Islands and by its bye-laws which said Corporation came into existence on the 9<sup>th</sup> day of March 1984 when Strata Plan No. 71 was registered in the Cayman Islands Land Registry. The Corporation is the statutory corporation formed by all the proprietors of the strata lots contained in the strata plan more commonly known as Casa Caribe Condominiums, West Bay Road, George Town, Grand Cayman.
2. The Defendants are the registered proprietors of one strata lot contained in the Casa Caribe strata plan, namely Apartment No. 18, Casa Caribe which is more particularly described in the Cayman Islands Land Registry as registration section West Bay Beach South, Block 12C, Parcel 204H17 ("the Strata Lot").
3. By Section 6 (2) of the Strata Titles Registration Law (1996 Revision) the Corporation is empowered to establish a fund for, inter alia, administrative expenses, management and administration of the common property, insurance and repairs, and is further empowered to levy contributions from the proprietors of the strata. By paragraph 44(b) and (c) of the Corporation bye-laws, the Defendants are obliged to pay inter alia all charges, outgoings and assessments made by the Plaintiffs and which are payable in respect of the Strata Lot.

4. Every month the Plaintiff sends to the Defendants a statement detailing the sums due from the Defendants in relation to their share of the Corporation charges, outgoings and assessments in respect of the Strata Lot.
5. Despite delivery of such statements the Defendants have failed to discharge in a timely basis the sums due to the Corporation.
6. By the said statements, various letters of demand and in particular a registered letter dated 22<sup>nd</sup> December 1999 the Plaintiffs wrote to the First Defendant requesting payment of the outstanding balance due to the Corporation. Despite such notice, the Defendants have failed to bring all sums due to the Corporation current. As of 31<sup>st</sup> January 2000 the Defendant owes to the Corporation the sum of US\$12,251.39. The make up of this sum is particularised in the schedules annexed hereto.

**PARTICULARS OF SUMS CLAIMED**

**SCHEDULE OF CHARGES LEVIED BY PLAINTIFF**

Date	Maintenance Fund	Water	Electricity	Maintenance	Sewerage	Other	Billed Total
Feb. 1998	---	181.72	107.91	646.78	90.76	168.06	1,195.23
Mar. 1998	---	265.96	150.72	646.78	90.76	36.68	1,190.90
Apr. 1998	---	46.50	271.45	646.78	90.76	11.16	1,066.65
May 1998	---	31.05	186.17	646.78	90.76	5.26	960.02
June 1998	---	28.25	309.60	646.78	90.76	249.70	1,325.09
July 1998	---	33.66	343.16	646.78	90.76	920.07	2,034.43
Aug. 1998	---	33.60	337.71	646.78	90.76	105.64	1,214.49
Sept. 1998	---	16.35	237.46	646.78	90.76	55.06	1,046.41
Oct. 1998	---	18.18	270.32	646.78	90.76	5.12	1,031.16
Nov. 1998	---	-0-	256.79	646.78	90.76	-0-	994.33
Dec. 1998	161.69	108.46	208.29	704.18	90.76	3,988.04	5,261.42
Jan. 1999	161.69	91.50	250.01	704.18	90.76	19.48	1,317.62
Feb. 1999	161.69	71.35	119.74	704.18	90.76	80.01	1,227.73
Mar. 1999	161.69	38.61	96.60	704.18	90.76	66.42	1,158.26
Apr. 1999	161.69	32.52	220.71	704.18	90.76	136.13	1,345.99
May 1999	161.69	70.37	143.79	704.18	90.76	-0-	1,170.79
June 1999	161.69	51.01	253.37	704.18	90.76	60.97	1,321.98
July 1999	161.69	46.65	345.41	704.18	90.76	36.84	1,385.53
Aug. 1999	161.69	8.66	259.16	704.18	90.76	80.87	1,305.32
Sept. 1999	161.69	6.13	186.98	704.18	90.76	38.08	1,187.82
Oct. 1999	161.69	33.85	371.11	704.18	90.76	44.02	1,405.61
Nov. 1999	1,237.12	34.32	-0-	704.18	90.76	-0-	2,066.38
Dec. 1999	161.69	77.45	-0-	704.18	90.76	59.09	1,093.17
Jan. 2000	161.69	108.70	-0-	704.18	90.76	46.80	1,112.13

TOTAL BILLED 34,418.96

**SCHEDULE OF PAYMENTS MADE BY DEFENDANT**

Date	Paid
March 1998	-0-
April 1998	-0-
May 1998	2,386.13
June 1998	1,066.65
July 1998	960.02
August 1998	1,325.09
September 1998	2,034.43
October 1998	1,214.49
November 1998	1,046.41
December 1998	1,031.16
January 1999	994.33
February 1999	-0-
March 1999	-0-
April 1999	6,579.04
May 1999	1,158.26
June 1999	-0-
July 1999	-0-
August 1999	6.59
September 1999	-0-
October 1999	-0-
November 1999	-0-
December 1999	2,266.04
January 2000	98.93
TOTAL PAID	22,167.57

TOTAL PAID 22,167.57

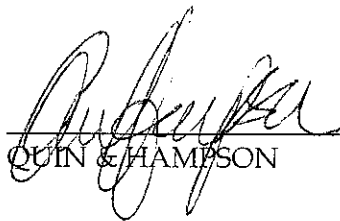
Accordingly, balance due to January 31, 2000 = 12,251.39

7. The Defendants are therefore indebted to the Plaintiff in the sum of US\$12,251.39.

AND the Plaintiff claims:

1. US\$12,251.39 being the amount due to the Plaintiff.
2. Such other or further sums as may have accrued and/or be due to the Plaintiff at the time of trial.
3. Interest on the outstanding balance at the rate of 4% above Libor rate being the rate imposed by the Plaintiff on outstanding balances.
4. Post-judgement interest at the same rate.
5. Costs to be taxed.

DATED this 16th day of March 2000

  
\_\_\_\_\_  
QUIN & HAMPSON

To: The Clerk of the Court

And to: Harvey C. Slocum

And to: Patricia C. Slocum

THIS WRIT was issued by Messrs. Quin & Hampson, attorneys-at-law for and on behalf of the Plaintiff whose address for service and correspondence is c/o of its attorneys-at-law, Third Floor, Harbour Centre, P.O. Box 1348, George Town, Grand Cayman.

GWH/mf/1967M061

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 Law Courts, 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 Plaintiff (or on the Plaintiff 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 installments or otherwise.

*See over for notes for guidance*

## 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 his 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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(A CORPORATION) Plaintiff

AND: HARVEY C. SLOCUM First Defendant

AND: PATRICIA C. SLOCUM Second Defendant

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes  no

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

Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

*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.*

Messrs. Quin & Hampson  
Attorneys-at-Law  
Third Floor, Harbour Centre  
P.O. Box 1348  
George Town,  
GRAND CAYMAN

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

[Empty box for defendant's attorney indorsement]