

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 173 of 2005

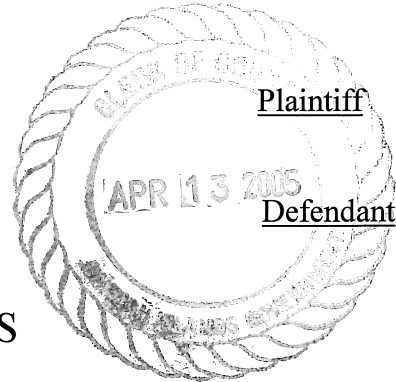
BETWEEN:



THE PROPRIETORS OF  
STRATA PLAN No 201  
(a Corporation)

AND:

ERNIE JACQUES



WRIT OF SUMMONS

TO: ERNIE JACQUES  
Unit No.6 Xrystal Village,  
Tropical Gardens Road,  
George Town  
Cayman Islands

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, PO Box 495GT, 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 13<sup>th</sup> day of April 2005

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.

## STATEMENT OF CLAIM

1. The Defendant is the proprietor of Unit No. 6 of the Plaintiff and was at all material times liable under the Plaintiff's By Laws to pay as they fell due all strata fees and special assessments as resolved by the Plaintiff's Executive Committee.
2. The monthly strata fee as resolved by the Plaintiff's Executive Committee for the months of April and May 1999 was CI\$190.
3. Despite demand for payment thereof, the Defendant has failed or refused to pay the said strata fees for the months of April and May 1999 and is indebted to the Plaintiff in the amount of CI\$380.
4. The monthly strata fee as resolved by the Plaintiff's Executive Committee for the months of June 1999 to March 2005 inclusive was CI\$200.
5. Despite demand for payment thereof, the Defendant has failed or refused to pay the said strata fees for the months of June 1999 to March 2005 inclusive and is indebted to the Plaintiff in the amount of CI\$14,000.
6. Further, the Plaintiff's Executive Committee resolved that the proprietors of the Plaintiff should pay the following special assessments: -
  - (1) an assessment in May 1999 in the amount of CI\$500 for insurance;
  - (2) an assessment in June 1999 in the amount of CI\$202.50 for insurance;
  - (3) an assessment in July 1999 in the amount of CI\$137 for maintenance of the gardens;
  - (4) an assessment in June 2002 in the amount of CI\$300 for insurance; and
  - (5) an assessment in October 2004 in the amount of CI\$2,154.55, being the *pro rata* contribution of the proprietors towards the amount deducted by the Plaintiff's insurers in respect of the monies payable under the insurance claim made by the Plaintiff following Hurricane Ivan.
7. Despite demand for payment thereof, the Defendant has failed or refused to pay the full amount of the said assessments and is indebted to the Plaintiff in the amount of CI\$3,294.05.
8. By virtue of a resolution of the Plaintiff pursuant to Section 6(3) of the Strata Titles Registration Law (1996 Revision) made on 17<sup>th</sup> February 2004 the strata fees and special assessments referred to in paragraphs 3, 5 and 7 hereof are due and owing to the Plaintiff and by virtue of a resolution of the Plaintiff pursuant to Section 6(2) of the Strata Titles

Registration Law (1996 Revision) made on 29<sup>th</sup> January 2005 are recoverable by the Plaintiff in this action.

9. Further or in the alternative, the Plaintiff is entitled to and claims interest pursuant to the Plaintiff's By Laws on the sums due and owing by the Defendant to the Plaintiff from 27<sup>th</sup> May 2004 at an annual rate of 4% over the London Inter Bank Offer Rate (LIBOR) for the periods set out in the Schedule attached hereto; alternatively, the Plaintiff claims interest on the said sums pursuant to Section 34 of Judicature Law (2004 Revision) at the currently prescribed Judgment Debt Rate of 3% per annum from the date of issue hereof and continuing thereafter at the Judgment Debt Rate in force from time to time until judgment herein or sooner payment in full.

AND THE PLAINTIFF CLAIMS: -

- (1) Under paragraphs 3 hereof, the sum of CI\$380;
- (2) Under paragraph 5 hereof, the sum of CI\$14,000;
- (3) Under paragraph 7 hereof, the sum of CI\$3,294.05;
- (4) Under paragraph 9 hereof, interest on the sums claimed as set out in the Schedule hereto; alternatively, interest pursuant to Section 34 of the Judicature Law (2004 Revision) at the currently prescribed Judgment Debt Rate of 3% per annum from the date of issue hereof and continuing thereafter at the Judgment Debt Rate in force from time to time until judgment herein or sooner payment in full; and
- (5) Costs.

**If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$17,674.05 and interest in the sum of CI\$2,504.32 together with the sum of CI\$322.54, being the fee for the issue hereof, and CI\$500, being the fixed costs to which the Plaintiff is entitled – making a total in all of CI\$21,000.91 – further proceedings will be stayed. The money must be paid to the Plaintiff.**

*Ogier & Boxalls*  
Ogier & Boxalls  
Attorneys-at-Law  
for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Ogier & Boxalls, Attorneys for the Plaintiff, whose address for service is: PO Box 1234 GT, 3<sup>rd</sup> Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies (Reference: 2785-0001/LAF)

# SCHEDULE

Strata Fees

Date Strata Fee became Payable	Due Date (first day of month + 30 days)	Amount of Debt (CIS)	Interest @ 7.875% to March 31, 2000	Interest @ 8% to November 30, 2001	Interest @ 4.5% to August 31, 2003	Interest @ 3% to May 27, 2004	30 Day LIBOR rate	Continuing daily Interest rate (LIBOR + 4%)	Continuing daily Interest @ relevant rate	Interest @ relevant rate to April 12, 2005	Total Debt With Interest to April 12, 2005
April 1, 1999	May 1, 1999	190	13.73	25.36	14.97	4.22	4.93	8.93	0.05	14.88	258.94
May 1, 1999	May 31, 1999	190	12.50	25.36	14.97	4.22	4.93	8.93	0.05	14.88	257.71
June 1, 1999	July 1, 1999	200	11.82	26.70	15.76	4.44	5.178	9.178	0.05	16.09	270.37
July 1, 1999	July 31, 1999	200	10.53	26.70	15.76	4.44	5.178	9.178	0.05	16.09	269.07
August 1, 1999	August 31, 1999	200	9.19	26.70	15.76	4.44	5.37	9.37	0.05	16.43	268.07
September 1, 1999	October 1, 1999	200	7.85	26.70	15.76	4.44	5.41	9.41	0.05	16.50	266.81
October 1, 1999	October 31, 1999	200	6.56	26.70	15.76	4.44	5.41	9.41	0.05	16.50	265.51
November 1, 1999	December 1, 1999	200	5.22	26.70	15.76	4.44	5.832	9.832	0.05	17.24	264.91
December 1, 1999	December 31, 1999	200	3.93	26.70	15.76	4.44	5.832	9.832	0.05	17.24	263.62
January 1, 2000	January 31, 2000	200	2.59	26.70	15.76	4.44	5.856	9.856	0.05	17.28	262.32
February 1, 2000	March 2, 2000	200	1.25	26.70	15.76	4.44	6.133	10.133	0.06	17.77	261.47
March 1, 2000	March 31, 2000	200	0.00	26.70	15.76	4.44	6.133	10.133	0.06	17.77	260.22
April 1, 2000	May 1, 2000	200	0.00	25.34	15.76	4.44	6.641	10.641	0.06	18.66	259.75
May 1, 2000	May 31, 2000	200	0.00	24.02	15.76	4.44	6.641	10.641	0.06	18.66	258.44
June 1, 2000	July 1, 2000	200	0.00	22.66	15.76	4.44	6.625	10.625	0.06	18.63	257.05
July 1, 2000	July 31, 2000	200	0.00	21.35	15.76	4.44	6.628	10.628	0.06	18.63	255.73
August 1, 2000	August 31, 2000	200	0.00	19.99	15.76	4.44	6.628	10.628	0.06	18.64	254.38
September 1, 2000	October 1, 2000	200	0.00	18.63	15.76	4.44	6.621	10.621	0.06	18.62	253.01
October 1, 2000	October 31, 2000	200	0.00	17.32	15.76	4.44	6.621	10.621	0.06	18.62	251.69
November 1, 2000	November 1, 2000	200	0.00	15.96	15.76	4.44	6.565	10.565	0.06	18.52	250.24
December 1, 2000	December 31, 2000	200	0.00	14.64	15.76	4.44	6.565	10.565	0.06	18.52	248.92
January 1, 2001	January 31, 2001	200	0.00	13.28	15.76	4.44	6.22	9.622	0.05	16.87	245.91
February 1, 2001	March 3, 2001	200	0.00	11.92	15.76	4.44	5.078	9.078	0.05	15.92	243.60
March 1, 2001	March 31, 2001	200	0.00	10.70	15.76	4.44	5.078	9.078	0.05	15.92	242.37
April 1, 2001	May 1, 2001	200	0.00	9.34	15.76	4.44	4.059	8.059	0.04	14.13	239.22
May 1, 2001	May 31, 2001	200	0.00	8.02	15.76	4.44	4.059	8.059	0.04	14.13	237.91
June 1, 2001	July 1, 2001	200	0.00	6.66	15.76	4.44	3.76	7.76	0.04	13.61	236.03
July 1, 2001	July 31, 2001	200	0.00	5.35	15.76	4.44	3.76	7.76	0.04	13.61	234.71
August 1, 2001	August 31, 2001	200	0.00	3.99	15.76	4.44	3.584	7.584	0.04	13.30	233.04
September 1, 2001	October 1, 2001	200	0.00	2.63	15.76	4.44	3.321	6.321	0.03	11.08	229.47
October 1, 2001	October 31, 2001	200	0.00	1.32	15.76	4.44	2.321	6.321	0.03	11.08	228.15
November 1, 2001	November 1, 2001	200	0.00	0.00	15.73	4.44	1.876	5.876	0.03	10.30	226.03
December 1, 2001	December 31, 2001	200	0.00	0.00	14.99	4.44	1.876	5.876	0.03	10.30	225.29
January 1, 2002	January 31, 2002	200	0.00	0.00	14.23	4.44	1.829	5.829	0.03	10.22	224.45
February 1, 2002	March 3, 2002	200	0.00	0.00	13.46	4.44	1.88	5.88	0.03	10.31	223.77
March 1, 2002	March 31, 2002	200	0.00	0.00	12.77	4.44	1.88	5.88	0.03	10.31	223.08
April 1, 2002	May 1, 2002	200	0.00	0.00	12.01	4.44	1.844	5.844	0.03	10.25	222.26
May 1, 2002	May 31, 2002	200	0.00	0.00	11.27	4.44	1.844	5.844	0.03	10.25	221.52
June 1, 2002	July 1, 2002	200	0.00	0.00	10.50	4.44	1.818	5.818	0.03	10.20	220.71
July 1, 2002	July 31, 2002	200	0.00	0.00	9.76	4.44	1.818	5.818	0.03	10.20	219.97
August 1, 2002	August 31, 2002	200	0.00	0.00	9.00	4.44	1.82	5.82	0.03	10.20	219.20
September 1, 2002	October 1, 2002	200	0.00	0.00	8.24	4.44	1.741	5.741	0.03	10.07	218.30
October 1, 2002	October 31, 2002	200	0.00	0.00	7.50	4.44	1.741	5.741	0.03	10.07	217.56
November 1, 2002	November 1, 2002	200	0.00	0.00	6.73	4.44	1.382	5.382	0.03	9.44	216.17
December 1, 2002	December 31, 2002	200	0.00	0.00	5.99	4.44	1.382	5.382	0.03	9.44	215.43
January 1, 2003	January 31, 2003	200	0.00	0.00	5.23	4.44	1.339	5.339	0.03	9.36	214.59
February 1, 2003	March 3, 2003	200	0.00	0.00	4.46	4.44	1.306	5.306	0.03	9.30	213.77
March 1, 2003	March 31, 2003	200	0.00	0.00	3.77	4.44	1.306	5.306	0.03	9.30	213.08
April 1, 2003	May 1, 2003	200	0.00	0.00	3.01	4.44	1.3189	5.3189	0.03	9.33	212.33
May 1, 2003	May 31, 2003	200	0.00	0.00	2.27	4.44	1.3189	5.3189	0.03	9.33	211.59
June 1, 2003	July 1, 2003	200	0.00	0.00	1.50	4.44	1.1036	5.1036	0.03	8.95	210.45

# SCHEDULE

## Strata Fees

July 1, 2003	200	0.00	0.76	4.44	1.1036	5.1036	0.03	8.95	209.71
August 1, 2003	200	0.00	0.00	4.44	1.117	5.117	0.03	8.97	208.97
September 1, 2003	200	0.00	0.00	3.93	1.1201	5.1201	0.03	8.98	208.98
October 1, 2003	200	0.00	0.00	3.44	1.1201	5.1201	0.03	8.98	208.98
November 1, 2003	200	0.00	0.00	2.93	1.1195	5.1195	0.03	8.98	208.98
December 1, 2003	200	0.00	0.00	2.43	1.1195	5.1195	0.03	8.98	208.98
January 1, 2004	200	0.00	0.00	1.92	1.0982	5.0982	0.03	8.94	208.94
February 1, 2004	200	0.00	0.00	1.41	1.0914	5.0914	0.03	8.93	208.93
March 1, 2004	200	0.00	0.00	0.94	1.0914	5.0914	0.03	8.93	208.93
April 1, 2004	200	0.00	0.00	0.43	1.1089	5.1089	0.03	8.96	208.96
May 1, 2004	200	0.00	0.00	0.00	1.1089	5.1089	0.03	8.85	208.85
June 1, 2004	200	0.00	0.00	0.00	1.4929	5.4929	0.03	8.58	208.58
July 1, 2004	200	0.00	0.00	0.00	1.4929	5.4929	0.03	7.68	207.68
August 1, 2004	200	0.00	0.00	0.00	1.6482	5.6482	0.03	6.93	206.93
September 1, 2004	200	0.00	0.00	0.00	1.987	5.987	0.03	6.33	206.33
October 1, 2004	200	0.00	0.00	0.00	1.987	5.987	0.03	5.35	205.35
November 1, 2004	200	0.00	0.00	0.00	2.4178	6.4178	0.04	4.64	204.64
December 1, 2004	200	0.00	0.00	0.00	2.4178	6.4178	0.04	3.59	203.59
January 1, 2005	200	0.00	0.00	0.00	2.5892	6.5892	0.04	2.56	202.56
February 1, 2005	200	0.00	0.00	0.00	2.6895	6.6895	0.04	1.47	201.47
March 1, 2005	200	0.00	0.00	0.00	2.8582	6.8582	0.04	0.45	200.45
<b>TOTALS</b>	<b>\$14,380.00</b>	<b>\$85.18</b>	<b>\$570.79</b>	<b>\$252.21</b>	<b>\$2.84</b>	<b>\$848.94</b>	<b>\$16,544.97</b>		

## Periodic Assessments

Date of Assessment	Date Due	Type of Assessment	Amount of Debt (CIS)	Interest @ 4.5% to		Interest @ 3% to		30 Day LIBOR rate	Continuing Daily Interest rate (LIBOR + 4%)	Continuing Daily Interest @ relevant rate	Interest @ relevant rate to		Total Debt With Interest to
				August 31, 2003	May 27, 2004	May 27, 2004	April 12, 2005				April 12, 2005		
May 1, 1999	May 31, 1999	Insurance	500.00	95.73	11.10	4.93	8.93	0.12	39.15	645.97			
June 1, 1999	July 1, 1999	Insurance	202.50	38.00	4.49	5.178	9.178	0.05	16.29	261.29			
July 1, 1999	July 31, 1999	Maintenance of Gardens	137.00	25.20	3.04	5.178	9.178	0.05	11.02	176.26			
June 1, 2002	July 1, 2002	Insurance	300.00	15.76	6.66	1.818	5.818	0.05	15.30	337.72			
October 1, 2004	October 31, 2004	Ivan Deductible	2154.55	0.00	0.00	1.987	5.987	0.35	57.61	2212.16			
<b>TOTALS</b>			<b>\$3,294.05</b>	<b>\$15.76</b>	<b>\$6.66</b>	<b>\$0.40</b>	<b>\$72.91</b>	<b>\$3,633.40</b>					

**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.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495GT, George Town, Grand Cayman.
3. 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 (ie., 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.

4. 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 of 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 173 OF 2005

BETWEEN:

THE PROPRIETORS OF  
STRATA PLAN No 201  
(a Corporation)

PLAINTIFF

- and -

ERNIE JACQUES

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.

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

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**2. State whether the Defendant intends to contest or otherwise participate in 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**

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**Service of the Writ of Summons is acknowledged accordingly.**

\_\_\_\_\_  
**Defendant / Attorney for the Defendant**

**Address for service:**

**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 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.**

OGIER & BOXALLS  
Attorneys-at-Law  
PO BOX 1234GT  
Queensgate House  
George Town, Grand  
Cayman  
Cayman Islands  
British West Indies  
T: 345.949.9876  
F: 345.949.1987

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