

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE No. SC of 2021**

**BETWEEN:**

**THE PROPRIETORS OF STRATA PLAN 154**

**PLAINTIFF**

**AND:**

**EDWARD MILLER**

**DEFENDANT**

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**PLAINT**

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TO: Edward Miller  
PO Box 22  
21 Sunrise Phase II  
South Sound  
Grand Cayman KY1-1601

**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 **Plaint** 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 10<sup>th</sup> day of November 2021

**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 Act (2013 Revision) ("the Law"), being a condominium development known as Sunrise, Phase II ("the Strata"). The Strata is capable of bringing proceedings by virtue of section 5(1) of the Law.
2. The Defendant, at all material times, is and was the registered owner of one of the Strata lots, being Block 23B, Parcel 67H21 known as Unit 21 Sunrise, Phase 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. Pursuant to By-Law 5(2), it is the Defendant's obligation to:
5. Pursuant to By-Law 5(3), it is the Defendant's obligation to:

*"pay to the Plaintiff all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot"*

*"pay to the Corporation within fourteen (14) days of demand or at such times as the Executive Committee shall from time to time determine:*

- (a) *All contributions necessary to establish and maintain a fund for administrative expenses sufficient, in the opinion of the Corporation, for the control, management, repair, maintenance and administration of the Common Property, for the payment of insurance premiums and for the discharge of any of the other obligations of the Corporation, for renewals or replacements which go beyond normal repair and maintenance and any special contributions levied by the Corporation; and*
- (b) *All other costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under these By-Laws.*

**PROVIDED ALWAYS THAT:**

- (a) *In the event of any such payment not being made within 14 days of such demand or the due date as the case may be he shall pay interest thereon at the rate of four per cent per annum above the thirty day London Inter Bank Offer Rate for United States dollars at the time of default quoted by the bankers of the Corporation with a minimum of twelve per cent per annum which interest shall accrue from day to day with monthly rests until payment; and*

- (b) *In the event of any such payment (together with interest accrued) not being made within 30 days of demand or the due date as the case may be or in the event of his becoming bankrupt or making composition with his creditors or being a corporation entering into liquidation, then, and in any of these events, he shall and does hereby irrevocably authorise the Corporation to enter into possession of his Strata Lot and further does hereby irrevocably appoint the Corporation to be the receiver of the rents and profits of his Strata Lot in each case until such time as the said payments (together with interest accrued) have been made by him to the Corporation or received by the Corporation pursuant to the appointment aforesaid and should the Strata Lot not be rented the Executive Committee is hereby empowered to rent such Strata Lot for such period or periods as it thinks fit in order to recover the moneys due and owing to the Corporation, together with all expenses incurred in recovering the same; and*
- (c) *In the event of any Proprietor being more than 30 days in arrears of any payment due to the Strata Corporation the Executive Committee shall be entitled in addition to any other remedy which it may have, to change the locks on the Strata Lot in order to rent the same and to apply the rental received to the payment of any sums due to the Strata Corporation.”*

6. The Plaintiff levies 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 demands by the Plaintiff, the Defendant has failed or refused to make payment to the contributions assessed and levied by the Plaintiff.
8. As at 10 November 2021, the Defendant was indebted to the Plaintiff in the principal sum of CI\$8,722.85.

#### **STATEMENT REGARDING INTEREST**

9. The Plaintiff seeks pre and post judgment interest at the rate of 12% per annum from 1 August 2020 to the date of payment pursuant to bye-law 5(3)(a) in accordance with the contract terms and the provisions of the Judicature Law.
10. Interest is calculated in accordance with bye-law 5(3)(a) 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\$25.81.

14. The amount of interest accruing each day following the issue of this Plaintiff is CI\$2.87.

**AND THE PLAINTIFF CLAIMS:**

1. The said sum of CI\$8,722.85 as monies due and owing.
2. Pre and post judgment interest from the date of issue of Plaintiff and interest accruing thereafter on the said sum at CI\$2.87 daily until payment.
3. Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.



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**KSG**  
**Attorneys for the Plaintiff**

If within the time for returning the Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys the total amount claimed of CI\$8,722.85 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
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**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 \_\_\_\_\_, 2021

**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.