



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC OF 2022

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 43

Plaintiff

AND:

EDWARD SOLOMON

First Defendant

JAMIL SOLOMON

Second Defendant

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WRIT OF SUMMONS

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TO: Edward Solomon & Jamil Solomon, Unit 326 Sunset Cove, PO Box 615 and 625 (GT), Grand Cayman KY1-1107, West Bay Road, George Town, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of P.O Box 30069, Grand Cayman, Cayman Islands, KY1-1201 in respect of the claims set

out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein 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 any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 9<sup>th</sup> day of June 2022

**NOTE** this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

### **IMPORTANT**

Directions for the Acknowledgement of service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC OF 2022

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 43

Plaintiff

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STATEMENT OF CLAIM

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1. The Plaintiff is a strata corporation established under the Cayman Islands Strata Titles Registration Act (2013 Revision) (the "Act"), being a condominium development known as Sunset Cove. The Plaintiff is capable of bringing proceedings by virtue of section 5(1) of the Act.
2. The First Defendant and the Second Defendant (together the "Defendants"), at all material times, were and are the registered owners of one of the Strata lots, being Block 13B, Parcel 125H60 known as Unit 326 Sunset Cove (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 (as amended January 10<sup>th</sup> 2014) (the "By-Laws").

4. By virtue of section 21(7) of the Act, the By-Laws, as in force at any time shall bind the owners of units at the Plaintiff, including the Defendants.
5. In accordance with By-Law 35(b) the Defendants are obligated to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Strata lot.
6. In accordance with By-Law 35(11) the Defendants are obligated to indemnify the Plaintiff and hold it harmless for any and all costs (including legal fees and expenses) reasonably incurred by the Corporation in enforcing the Defendants' obligations under the By-Laws including, but not limited to, a failure to pay Strata fees and assessments on a timely basis.
7. Pursuant to By-Law 35(c)(1) and (2) of the By-Laws it is the Defendants' obligation to pay to the Corporation of the Strata, all contributions to the fund for administrative expenses as levied by the Corporation in accordance with section 6(2) of the Act together with a proportionate share, based on unit entitlements, of all and any costs and expenses incurred by the Corporation in connection with the performance of its duties under the Act and the By-Laws.
8. Pursuant to By-Law 35(c)(3) in the event of any such payments not being made within 30 days of such demand a proprietor shall pay interest thereon at the rate of 18 percent per annum, which interest shall accrue from day to day until payment, and payments made shall be applied by way of priority against interest and then principal. In the event that an owner account becomes over 60 days past due, interest will be payable on the entire balance due, rather than just the overdue amount.
9. 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.
10. Despite repeated demand by the Plaintiff, the Defendants have failed or refused to make payment to the contributions assessed and levied by the Plaintiff.
11. As at 1 June 2022, the Defendants were indebted to the Plaintiff in the

sum of US \$33,876.94 as per the statement dated 1 June 2022 and sent to the Defendants by email. In addition the Plaintiffs owe the Defendant interest accrued as at 31 May 2022 in the sum of US\$448.09. Since 1 June 2022 interest (calculated in accordance with clause 35(c)(3) of the By-Laws) has accrued in the sum of US\$135.42 up to the date of filing this Writ of Summons and statement of Claim making the debt owed to the Plaintiff a total of US \$34,460.45.

12. By reason of the Defendants' breach of the By-Laws and by reason of his failure to pay the contributions levied (as set out above), the Plaintiff has suffered loss and damage in the sum of US \$34,460.45 and claims this sum as damages.
13. 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 suffer future loss and damage and the Plaintiff claims damages for such future loss and damage in an amount to be assessed.
14. Further, the Plaintiff seeks interest calculated in accordance with the By-Laws as set out below, and costs
15. The Plaintiff seeks pre and post judgment interest on all damages awarded at the rate of 18% per annum to the date of payment pursuant to section 35(c)(3) and in accordance with the contract terms and the provisions of the Judicature Act (2021 Revision).
16. The current interest rate claimed is 18%. Interest is claimed on the sum claimed from the date of issue of the Plaint.
17. The amount of interest accruing each day on the sum of US \$34,460.45 following the issue of this Writ of Summons and Statement of Claim is US \$16.93.
18. In the alternative the Plaintiff claims interest on any loss and damages at a rate of 2 3/8% per annum (or as amended) calculated pursuant to the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules (2021 Revision).
19. The Plaintiff also seeks costs on the indemnity basis in accordance with By-Law 35(II).

**AND THE PLAINTIFF CLAIMS:**

- a) The said sum of US \$34,460.45.
- b) Damages for future loss and damage in an amount to be assessed.
- c) Pre and post judgment interest from the date of issue of the Writ of Summons and Statement of Claim and interest accruing thereafter at the rate of 18% per annum on the said sum of US \$34,460.45 at a rate of US \$16.93 daily until payment in accordance with section 35(c)(3) of the By-Laws.
- d) Pre and post judgment interest on any further damages as assessed from the date of issue of Writ of Summons and Statement of Claim at the rate of 18% per annum in accordance with section 35(c)(3) of the By-Laws.
- e) In the alternative, interest at a rate of 2 3/8% per annum (or as amended) calculated pursuant to the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules (2021 Revision).
- f) Costs on the indemnity basis in accordance with By-Law 35(11); or
- g) Costs in the alternative.

**DATED** at Grand Cayman this 9<sup>th</sup> day of June 2022

  
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**Nelsons**  
 Attorneys for Plaintiff

**TO:** The Clerk of the Grand Court  
**AND TO:** The Defendants

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** is issued by Nelsons., Attorneys-at-Law, for the Plaintiff, whose address for service is that of its said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC OF 2022

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 43

Plaintiff

AND:

EDWARD SOLOMON

First Defendant

JAMIL SOLOMON

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.

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

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2. State whether the Defendant intends to contest 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  No

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Service of the Writ is acknowledged accordingly

Signed .....

Attorney for the Defendant

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

Nelsons  
Attorneys at Law  
PO Box 30069  
31 The Strand  
46 Canal Point Drive  
Grand Cayman KY1-1201  
Attn: A Carver  
Ref: 7815-44

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

**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 495, 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 instalments 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 its 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.