

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**Cause No.            of 2023**

**BETWEEN:**



**THE PROPRIETORS OF STRATA PLAN No. 647**

**PLAINTIFF**

**AND**

**MARGARET DAPAAH**

**DEFENDANT**

**WRIT OF SUMMONS**

TO: Margaret Dapaah  
Unit #6, Harbour Point  
Omega Bay Estates  
Patricks Island  
Grand Cayman  
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, P.O. Box 495, 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            day of December 2023

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 Plaintiff is a body corporate registered under the Strata Titles Registration Acts (currently under the 2013 Revision) and in respect of Strata premises known as Strata Plan No. 647 and also known as Harbour Point and Harbour Point Villas situate at Patricks Island, Grand Cayman in the Cayman Islands.
2. The Defendant is the owner of Unit 6 at the said Harbour Point Villas and is and was at all material times subject to the Strata By-Laws duly registered in respect of the said Strata premises.
3. Pursuant to clause 39 of the said By-Laws the Defendant was and remains obliged to,
  - (b) Pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot;
  - (c) Pay to the Corporation within 31 days of demand:
    - (i) all assessment contributions to the fund for the Operating Reserve and Capital Budgets; and
    - (ii) such unit entitlement share as shall from time to time be proportionate to the number of Strata Lots comprising Harbour Point of all and any costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under these By-Laws.
4. In default of her obligations as aforesaid the Defendant is in arrears on the Strata account in respect of her strata lot, namely Unit #6. This is a debt owed to the Plaintiff.
5. Despite demands made by way of delivery of monthly statements of account to the Defendant and a formal letter of demand dated 24<sup>th</sup> March 2023 and or subsequent letters of demand and notices of intended proceedings the Defendant has failed to discharge her indebtedness.
6. In the circumstances the Plaintiff is entitled to and claims forthwith the sum of CI\$32,975.58 outstanding and due to 1<sup>st</sup> December 2023 (a copy of the statement is attached to this Writ and Statement of Claim) and continuing to accrue on a monthly basis and in the alternative damages.

7. The Plaintiff is further entitled to and claims interest,
- a. As prescribed by the By-Laws at clause 39(c) at the rate of four percent per annum above the prime Cayman Island dollar lending rate applied by FCIB First Caribbean bank in the Cayman Islands. For the avoidance of doubt the Plaintiff will contend that the LIBOR rate referred to in the By-Laws no longer exists and the Plaintiff has applied the FCIB First Caribbean prime rate for some time in place of the LIBOR rate.
  - b. Interest to 1<sup>st</sup> December 2023 is already accrued and added to the total sum due and owing.
  - c. The Plaintiff claims the rate of interest applied under the By-Laws and effective from 4<sup>th</sup> December 2023 until judgment or sooner payment at the rate of 11.5% per annum accruing daily and at the daily rate of CI\$10.39, alternatively
  - d. Pursuant to section 34 of the Judicature Act (2021 Revision) at the prescribed rate of 2 3/8<sup>ths</sup>% commencing 4<sup>th</sup> December 2023 until judgment or sooner payment accruing at the daily rate of CI\$2.15, or
  - e. At such rate and for such period as the Honourable Court may deem fit.
8. The Plaintiff is further entitled to and claims pursuant to clause 39(c)(ii) of the By-Laws as aforesaid its legal costs and expenses incurred to date and continuing to be incurred in connection with these proceedings alternatively costs under the Grand Court Rules.

**AND THE PLAINTIFF claims:**

- (a) The sum of CI\$32,975.58 as aforesaid and continuing, alternatively damages
- (b) Interest as aforesaid
- (c) Costs as aforesaid

*McGrath Tonner*

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**McGrath Tonner**

Attorneys-at-Law to the Plaintiff

To: The Clerk of the Court

And to: The Defendant

**Statement**

Harbour Point Strata #647  
 P O Box 2040  
 Grand Cayman  
 Cayman Islands

Date
12/1/2023

To:
Margaret Dapaah Harbour Point #6

Date	Transaction	Amount	Balance
11/30/2022	Balance forward		13,233.57
12/01/2022	INV #2991. Due 12/01/2022. Monthly Insurance 2022/23	358.38	13,591.95
12/01/2022	INV #3002. Due 12/01/2022. Monthly Strata Fees	347.37	13,939.32
01/01/2023	INV #3013. Due 01/01/2023. Monthly Insurance 2022/23	358.38	14,297.70
01/01/2023	INV #3024. Due 01/01/2023. Monthly Strata Fees	347.37	14,645.07
02/01/2023	INV #3035. Due 02/01/2023. Monthly Insurance 2022/23	358.38	15,003.45
02/01/2023	INV #3046. Due 02/01/2023. Monthly Strata Fees	347.37	15,350.82
02/13/2023	GENJRNL #310. McGrath Tonner, File 10222-041, Legal Fees	500.00	15,850.82
03/01/2023	INV #3057. Due 03/01/2023. Monthly Insurance 2022/23	358.38	16,209.20
03/01/2023	INV #3068. Due 03/01/2023. Monthly Strata Fees	347.37	16,556.57
03/31/2023	GENJRNL #318. Strata Fee difference Jan-Mar	82.60	16,639.17
04/01/2023	INV #3079. Due 04/01/2023. Septic Repair Assessment	980.81	17,619.98
04/01/2023	INV #3090. Due 04/01/2023. Monthly Insurance 2022/23	358.38	17,978.36
04/01/2023	INV #3101. Due 04/01/2023. Monthly Strata Fees	374.90	18,353.26
04/06/2023	GENJRNL #324. Mcgrath Tonnor, Professional Fees, Fee Note 35933	1,050.00	19,403.26
05/01/2023	INV #3112. Due 05/01/2023. Monthly Insurance 2022/23	358.38	19,761.64
05/01/2023	INV #3123. Due 05/01/2023. Monthly Strata Fees	374.90	20,136.54
05/01/2023	PMT	-733.00	19,403.54
06/01/2023	INV #3134. Due 06/01/2023. Monthly Insurance 2022/23	358.38	19,761.92
06/01/2023	INV #3145. Due 06/01/2023. Monthly Strata Fees	374.90	20,136.82
06/08/2023	GENJRNL #332. McGrath Tonner, bill date 31/5/2023, Professional Fees	1,650.00	21,786.82
06/15/2023	PMT	-733.00	21,053.82
07/01/2023	INV #3156. Due 07/01/2023. Monthly Insurance 2022/23	358.38	21,412.20
07/01/2023	INV #3167. Due 07/01/2023. Monthly Strata Fees	374.90	21,787.10
08/01/2023	INV #3178. Due 08/01/2023. Monthly Insurance 2022/23	358.38	22,145.48
08/01/2023	INV #3189. Due 08/01/2023. Monthly Strata Fees	374.90	22,520.38
08/02/2023	GENJRNL #337. Legal fees - 10222-041 / 36259 36044 36338	4,507.00	27,027.38
08/31/2023	PMT #06.	-1,408.00	25,619.38
08/31/2023	INV #3217. Due 08/31/2023. 11.5% over 90 Days	172.46	25,791.84

**All amounts are in Cayman Islands Dollars (CIS). If paying in US Dollars convert at 0.82**  
**Please make all payments to: Harbour Point**  
**Butterfield CIS Bank Account# 1361566610030**  
**It is also very important to include your Unit# and Name in the narrative.**

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE CIS
844.82	6,894.82	0.00	844.82	24,391.12	\$32,975.58

# Statement

Harbour Point Strata #647  
 P O Box 2040  
 Grand Cayman  
 Cayman Islands

Date
12/1/2023

To:
Margaret Dapaah Harbour Point #6

Date	Transaction	Amount	Balance
09/01/2023	INV #3200. Due 09/01/2023. Monthly Insurance 2022/23	358.38	26,150.22
09/01/2023	INV #3211. Due 09/01/2023. Monthly Strata Fees	374.90	26,525.12
09/15/2023	PMT #06.	-734.00	25,791.12
10/01/2023	INV #3223. Due 10/01/2023. Monthly Insurance 2023/24	469.92	26,261.04
10/01/2023	INV #3234. Due 10/01/2023. Monthly Strata Fees	374.90	26,635.94
11/01/2023	INV #3245. Due 11/01/2023. Monthly Insurance 2023/24	469.92	27,105.86
11/01/2023	INV #3256. Due 11/01/2023. Monthly Strata Fees	374.90	27,480.76
11/15/2023	PMT #06.	-1,400.00	26,080.76
11/21/2023	GENJRNL #345. McGrath Tonner, Legal Fees, INV 36657, 31st Oct 23	6,050.00	32,130.76
12/01/2023	INV #3267. Due 12/01/2023. Monthly Insurance 2023/24	469.92	32,600.68
12/01/2023	INV #3278. Due 12/01/2023. Monthly Strata Fees	374.90	32,975.58

**All amounts are in Cayman Islands Dollars (CIS). If paying in US Dollars convert at 0.82**  
**Please make all payments to: Harbour Point**  
**Butterfield CIS Bank Account# 1361566610030**  
**It is also very important to include your Unit# and Name in the narrative.**

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE CIS
844.82	6,894.82	0.00	844.82	24,391.12	\$32,975.58

**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 the Defendant's Acknowledgment of Service that the Defendant 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 the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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**

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 the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

Cause No.            of 2023

**BETWEEN:**

**THE PROPRIETORS OF STRATA PLAN No. 647**

PLAINTIFF

**AND**

**MARGARET DAPAAH**

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 the Defendant 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

**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, the Defendant must give the Defendant's post office box number and the physical address of the defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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.

McGrath Tonner  
5<sup>th</sup> Floor, Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman  
Cayman Islands  
Ref. PJ 10222-041

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