

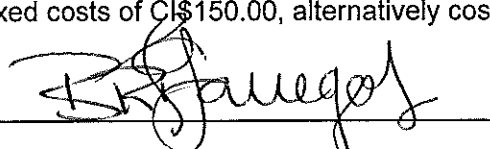
PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. On the 17th October 2016 the Plaintiff and the Defendant's parents Edmund and Virginia Cranston entered into a written purchase agreement for property 4C 223 for CI\$177,000.00.
2. In November 2016 the Defendant reached out to the Plaintiff at 99 Viewpoint Lane stating verbally that she would buy the property from her parents and sell the Plaintiff the property for CI\$165,000.00.
3. The purchase agreement was dissolved and the Defendant's parents reimbursed the deposit along with the property valuation cost to the Plaintiff.
4. On the 25th day of July 2017 the Plaintiff and the Defendant entered into a written purchase agreement for property 4C 223 for CI\$165,000.00.
5. The agreement states that completion must take place within 80 days of the agreement being signed.
6. The agreement states that the Defendant had 21 days from the acceptance of the agreement date (26th July 2017) to requisite or object.
7. Closing on the sale of the property was scheduled for the week of the 2nd October 2017 with the Plaintiff's lender CIBC First Caribbean Bank.
8. On the 29th September 2017 the Defendant notified the Plaintiff via Whatsapp message that she would not be selling the property again because she could get more money for it.
9. The Defendant wasted a year of the Plaintiff's time organizing and saving for this property.
10. The Plaintiff paid monies of CI\$660.00 for the valuation fee for the property 4C 223 to CIBC First Caribbean.
11. The Plaintiff paid monies of CI\$10.00 to Bank of Butterfield for the draft fee which was needed for part of the down payment to be deposited into CIBC First Caribbean.
12. The Plaintiff paid monies of CI\$327.00 for the initial payment of home insurance to BritCay for the property 4C 223. The policy was terminated on the 29th September 2017 and BritCay has refunded CI\$220.56. Therefore losing CI\$106.44.
13. The Plaintiff paid monies of CI\$55.00 to Government Pension Board for Restriction Registration Fee (CI\$50.00) and Registry Search Fee (CI\$5.00), this is required when deducting down payment from your pension.
14. The Defendant should reimburse the Plaintiff these stated funds as the Defendant had significant time to pull out of the sale.

AND the Plaintiff claims:

- 1 The sum of CI\$831.44.
- 2 Interest in the sum of \$ _____ calculated at the prescribed rate from to date.
- 3 Fixed costs of CI\$150.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

PO BOX 318
GRAND CAYMAN, KY1-1301
CAYMAN ISLANDS

OFFER TO PURCHASE

This Offer to Purchase is made the 25th day of JULY 2017 and shall be open for acceptance until 26th JULY 2017.

TO: Sharon Virginia Cranston

(Hereinafter known as the "Vendor")

BY: Briony Sarah Gallegos

(Hereinafter known as the "Purchaser")

1. The Property:

Registration Section: West Bay North West Block: 4C Parcel: 223
Described as: 99 Parkview Crescent, West Bay, Grand Cayman, Cayman Islands

2. Purchase Price

The total purchase price is: One hundred and sixty five thousand Cayman Islands dollars. \$165,000.00

3. Manner of Payment:

- a. Initial deposit paid on signing of this Offer to Purchase for which receipt is hereby acknowledged CI\$0
- b. The balance of the purchase price of shall be paid and delivered to the Vendor or his authorized agent at Completion. CI\$165,000.00

TOTAL PURCHASE PRICE: CI\$165,000.00

4. Completion

Completion will take place on or within 80 days after the signing of this offer at the Vendor's attorney/agent or any such place as both Purchaser and Vendor may agree.

At Completion:

- a. The Vendor shall deliver to the Purchaser or his agent a valid and duly executed instrument of transfer and any other such documents and assurances as are required in order to fully and completely effect the legal and valid transfer of absolute or leasehold title, including Land Certificate, if any;
- b. The Purchaser shall have vacant possession of the Property, which shall be free from all leases, tenancies or licenses whether or not registered, unless otherwise stated herein.

Please initial: Purchaser BSG
Vendor SAI

14. Search and Caution

The Vendor will if requested by the Purchaser or his agent furnish the Purchaser with a copy of the entries on the Land Register and of a sufficient extract of the relevant Registry map and supply a written authority to inspect the Register relating to the Property and a consent to a Stay of Registration. The Purchaser shall be entitled to lodge a caution and/or stay of registration on the Register relating to the Property. In the event of the Agreement being rescinded or there being a default by the Purchaser, the Purchaser shall remove such caution and/or stay of registration immediately and the Purchaser hereby appoints the Vendor as its fully authorized Attorney and agent to remove same upon the Purchaser failing to do so.

15. Requisitions and Objections

The Purchaser shall be entitled to make requisitions and objections with respect to title to the Property. All such requisitions and objections shall be made within 21 days from acceptance by the Vendor hereof and further objections and requisitions arising from a reply shall be delivered within 14 days of the delivery of such reply. If the Purchaser shall insist upon any requisition or objection with which the Vendor may be unable or unwilling to comply and shall not within 10 days after being called upon to do so withdraw or waive the same the Vendor may by notice to the Purchaser rescind this Agreement. Upon the Agreement being so rescinded, the Purchaser shall be entitled to a return of the deposit and all other monies (if any) paid hereunder but not to any further payment by way of interest, compensation, costs or otherwise and shall forthwith return to the Vendor all papers furnished by the Vendor in relation to the sale.

16. Payment by Cheque

It is expressly agreed that should any of the monies referred to herein be paid by cheque or other form of bill of exchange, then none of the rights and obligations herein credited shall have effect until the cheque or other form of bill of exchange has been cleared and honoured in the Cayman Islands.

17. Risk

Notwithstanding any rule of law, risk in the Property shall pass to the Purchaser on completion. All buildings included in the sale will remain at the risk of the Vendor until Completion, and all insurance policies and the proceeds thereof will be held in trust for the parties as their interests may appear.

18. Right to Rescind

A. The deposit shall forthwith be refunded if:

- 1) This Offer to Purchase is not accepted, or
- 2) A condition is not satisfied and neither party shall have any further rights of action or claim of any nature against the other in respect thereof.

B. If this Offer to Purchase is accepted and all the conditions are satisfied:-

- 1) Should the Vendor fail to perform, the Purchaser may at his option
 - i. Pursue any remedy available to him at law or in equity; or
 - ii. Demand a refund of the deposit and any other monies paid by him hereunder and on receipt of the same, this agreement shall be forthwith terminated and neither party hereto shall have any rights of action or claim of any nature against the other in respect hereof

- 2) Should the Purchaser fail to make any of the payments provided for herein on the due date (in respect of which time shall be of the essence) the Purchaser shall (upon receiving seven days notice of the Vendor's intention to do so) forfeit absolutely the deposit (or such part thereof as has been paid) together with any interest earned as liquidated damages and this agreement shall be forthwith terminated and neither party hereto shall have any further rights of action or claim of any nature against the other in respect hereof. If, however, the Vendor agrees to accept payments after the due date (which he may do so at his option), the Purchaser shall pay (in addition to said payment) interest at the rate of 3% per annum above the prime rate for the currency in which the Purchase Price is payable on said payment until paid.

19. Interpretation

In this Offer to Purchase, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer to Purchase shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

20. Entire Agreement

This Offer to Purchase when executed by both parties is the complete agreement between the parties and the Purchaser hereby admits and declares that no statement, guarantee, promise, agreement warranty or representation, whether oral or written, has been made with or to him on or prior to the date hereof by the Vendor, by anyone acting or purporting to act on the Vendor's behalf, by the Listing Broker/Co-Broker or any real estate agent concerning the Property or otherwise which he relied upon, apart from as specifically set out in this Offer to Purchase. This Offer to Purchase may be executed by each party in counterpart and exchanged and shall be allowed to be properly executed and binding if so executed and exchanged.

21. Delivery of Document


For the purposes of this Offer to Purchase, all documents are considered to be delivered within three days of posting by express courier for foreign mail and registered for local mail to the Vendor or Purchaser at the address given below or such address as may be notified by either party to the other from time to time.

21. Jurisdiction

This document shall be subject to and in accordance with the laws of the Cayman Islands and the parties hereto submit to the jurisdiction of the Cayman Islands courts.

SIGNED AND DATED at CUC Ltd.

on the 25 day of JULY 2017



Witness to Purchaser



Briony Sarah Gallegos - Purchaser


22. Acceptance

I, the undersigned Vendor of the property, hereby accept the above Offer to Purchase and agree to complete the sale on the terms and conditions herein.

SIGNED AND DATED at

on the

day of



Witness to Vendor



Sharon Virginia Cranston - Vendor

Purchasers Particulars

Name in Full

Briony Sarah Gallegos

Address

97 Viewpoint Lane, West Bay

Grand Cayman, Cayman Islands

Telephone

345-927-2372

Fax

N/A

Vendors Particulars

Name in Full

Sharon Virginia Cranston

Address

99 Parkview Cres, West Bay

Grand Cayman, Cayman Islands

Telephone

345-924-9165

Fax



86% 11:17 AM



+1 (345) 924-9165



OK no problem tomorrow ok 4:45 PM

SEPTEMBER 28, 2017

morning come at 4 or to the house at 730? 9:59 AM ✓✓

Whatever u r comfortable with ok 10:37 AM

okay 730 10:50 AM ✓✓

No promblem 12:15 PM

you home now 7:08 PM ✓✓

SEPTEMBER 29, 2017

So sorry I was home when u text me but I am just getting it is have decided I am not selling the house again I can get more than what u r offering me so I will keep it a little longer 9:26 AM

If u want it u can have it 4 195 thousand I if it is OK then u can have it 4 that if not I will keep it ok 9:28 AM

well you need to reimburse me the monies I have spent 9:33 AM ✓✓

I don't owe u anything 9:35 AM



Type a message



Valuation Fee of 4C 223	\$	660.00
Draft Charge from BOB for CIBC	\$	10.00
BritCay Insurance for 4C 223	\$	327.00
Refund Received from BritCay Insurance	\$	(220.56)
Government - Pension Form:		
Restriction Registration Fee	\$	50.00
Registry Search Fee	\$	5.00
Total in CI Dollars	\$	831.44

Gallegos, Briony

From: Kerr, Deborah <Deborah.Kerr@cibcfib.com>
Sent: Tuesday, October 17, 2017 6:15 PM
To: Gallegos, Briony
Subject: RE: Valuation Cost - Receipt

Follow Up Flag: Follow up
Flag Status: Flagged

This message originated from outside your organization

Hi Briony,

Kindly note statement below confirming payment.

17-10-2017 Current Account Enquiry Next Display: 05 20-0700-4
Account: ~~XXXXXXXXXXXX~~ Current Statement W91400KER7
Currency code: 000 KYD Bal As Of: 11-09-17 .00
BRIONY SARAH GALLEGOS
P O BOX 318 99 VIEW POINT LANE WEST BAY -Dr: 1 660.00
GRAND CAYMAN -S.C. & Taxes: 5.00
CAYMAN ISLANDS KY1-1301 +Int Paid: .00
-Int Chg/Xfer: .00
Sel Post Eff TC Amount Balance
13-09 13-09 16 661.00 661.00
Desc ATM DEPOSIT LCYE
14-09 14-09 79 660.00- 1.00
Desc NAS VALUATION #51714 LCYE

Kind Regards,

Deborah Kerr-White | Sales Specialist | Retail & Business Banking | CIBC FirstCaribbean 25 Main Street, P.O. Box 68 Grand Cayman, Cayman Islands KY1-1102, | Tel: 345-815-2134 | Fax: 345-945-2311 | deborah.kerr@cibcfib.com | www.cibcfib.com

Alternate Contact:

Avy Jackson | Sales Specialist CIBC FirstCaribbean Main Branch, 25 Main Street, P.O. Box 68 Grand Cayman, KY1-1102 | Tel: 345-815-2115 | avy.jackson@cibcfib.com | www.cibcfib.com

From: Gallegos, Briony [mailto:BGallegos@cuc.ky]
Sent: Tuesday, October 17, 2017 2:41 PM
To: Kerr, Deborah
Subject: Valuation Cost - Receipt

Hi Mrs. Kerr,

Is there anything you can send to me like a receipt for the CI\$660.00 valuation charge?

Kind Regards,

Briony Gallegos (Ms.)
Collections Officer | Customer Services
Caribbean Plaza, 868 West Bay Road



GOVERNORS SQUARE BRANCH
 P.O. BOX 705, GRAND CAYMAN KY1-1107
 CAYMAN ISLANDS

Date: September 14, 2017

Serial Number: 0892748

NON NEGOTIABLE

PURCHASER COPY

Payee: Briony Sarah Gallegos

Purchaser: BRIONY SARAH GALLEGOS

Re: Loan Down Payment

Butterfield Bank (Cayman) Limited
 PO BOX 705
 GRAND CAYMAN KY1-1107
 CAYMAN ISLANDS

Draft Amount: KYD [REDACTED] *****
 Exchange Rate: 1.0000000
 Commission: KYD 10.00
 FCPT: 0.00
 Settlement Amt: KYD [REDACTED]
 Settlement Type: Account (KYD)
 Settlement Account: 1361479100020
 Teller: FCATOP
 Branch Code: 102
 Reference Number: 102DDSA172570014



GOVERNORS SQUARE BRANCH
 P.O. BOX 705, GRAND CAYMAN KY1-1107
 CAYMAN ISLANDS

Date: September 14, 2017

Serial Number: 0892748

NON NEGOTIABLE

PAYEE COPY

Payee: Briony Sarah Gallegos

Purchaser: BRIONY SARAH GALLEGOS

Re: Loan Down Payment

Butterfield Bank (Cayman) Limited
 PO BOX 705
 GRAND CAYMAN KY1-1107
 CAYMAN ISLANDS

Draft Amount: KYD [REDACTED] *****

PAYEE COPY - FOR REFERENCE AND FILE



Insurance
Health
Pensions
Life

7 September 2017

BRITCAY

Ms. Briony Gallegos
P.O. Box 318
Grand Cayman KY1-1301
CAYMAN ISLANDS

Dear Ms. Gallegos

I am pleased to submit the following quotation based on information given as shown below and which is valid for a period of "thirty (30) days" only:

Type of Cover: Standard BritCay Home & Contents Insurance Policy

Risk Address: Block 4C Parcel 223, 99 Parkview Cres.

Sum Insured: **CIS**
Buildings: CIS 315,000.00
Contents: CIS 25,000.00 Free
Total Sum Insured: CIS 340,000.00

Liability as Owner/Occupier: CIS1,000,000.00

Annual Premium: CIS2,891.70 + CIS12.00 (Stamp Duty) = CIS2,903.70

The above premium can be paid via monthly interest-free instalments over 11 month's with payments of CIS257.73 each month. However, the Stamp Duty CIS12.00 must be paid in full at inception.

- Initial deposit due at inception = CIS314.43 + CIS12.00 stamp duty = CIS326.43
- Balance payable in 30 days of CIS 257.73 thereafter.

If you have any further queries please do not hesitate to contact me

Signed for and on behalf of:
BRITISH CAYMANIAN INSURANCE CO. LTD.


Saseha Bernard
Personal Insurance Representative
Direct Tel # 914 9858

BRITISH CAYMANIAN INSURANCE CO. LTD.
Personal & Business Insurance
BritCay House, 236 Eastern Avenue, George Town, Grand Cayman
P.O. Box 74, Grand Cayman KY1-1102, Cayman Islands
tel. (345) 714 7047 fax. (345) 717 0711 www.cgigroup.com

Gallegos, Briony

From: Anjuli Bradshaw <Anjuli.Bradshaw@britcay.ky>
Sent: Friday, October 6, 2017 4:52 PM
To: Gallegos, Briony
Subject: Britcay Home Insurance

This message originated from outside your organization

Good Evening Miss. Briony,

Sorry for the delay as promised here is the account you would receive from us if you were to cancel your policy as of 29 September, 2017 .

Refund Amount: \$220.56

Now as this will be a court matter I would suggest that you have as evidence the receipt which shows the full amount which you paid. Your refund from us is less as fees for cancelation were applied.

I wish you all the best and if you need this in a more formal format please let me know.

Kind Regards,
Anjuli



BRITCAY

Anjuli Bradshaw | Personal Insurance Representative
British Caymanian Insurance Company Limited
Tel. (345) 948-1760 | Dir. (345) 914-9887 | Fax. (345) 948-1761
12 Kirkonnell Street | PO Box 254, Stake Bay, Cayman Brac, Cayman Islands
Anjuli.Bradshaw@britcay.ky | www.cgigroup.com 

CONFIDENTIALITY NOTICE:

This e-mail and any attachments are confidential and may be legally privileged. If you are not the intended recipient be aware that any disclosure, distribution or use of this e-mail or any part thereof is prohibited and may be unlawful. If you have received this e-mail in error, please notify the sender immediately and delete this and any copy(les) from your computer systems. Thank you for your cooperation.

VIRUS WARNING:

Internet communications cannot be guaranteed to be secure, error-free, or virus-free. While reasonable precautions have been taken to minimize this risk, the sender does not accept liability for any damage sustained as a result of viruses and would advise the recipient to carry out their own virus check prior to opening any attached files.



**DEPARTMENT OF
LABOUR & PENSIONS**
CAYMAN ISLANDS GOVERNMENT

2nd Floor Midtown Plaza
273 Elgin Avenue
P.O. Box 2182 Grand Cayman KY1-1105
Tel: 345-945-8960 Fax: 345-945-8961

RE: PENSION WITHDRAWAL FOR HOUSING

RECEIPT

DATE: 26 Sept 17

RECEIVED FROM: Briony Sarah Gallegos

THE SUM OF \$ 55⁰⁰ FOR REF: BLOCK #: HC PARCEL #: 223

RESTRICTION REGISTRATION FEE (\$50.00 PER PARCEL)	REGISTRY SEARCH FEE (\$5.00)
---	------------------------------

NAME OF PENSION PLAN: Silver Thatch

NAME OF PENSION PLAN: _____

RECEIVED BY SIGNATURE: [Signature]

DATE: 26 Sept 17

WITNESSED BY DLP EMPLOYEE: T. Deyman

SIGNATURE: [Signature]

DATE: 26/09/17

- ORIGINAL DOCUMENTS RECEIVED:**
- PENSION WITHDRAWAL FOR HOUSING AFFIDAVIT
 - BANK CONSENT LETTER
 - OTHER





Butterfield

Account Activity

as of 17-10-2017 14:52:59

Account Number	Customer Name	Account Currency	Opening Balance	Closing Balance
138 [REDACTED]	BRIONY SARAH GALLEGOS	KYD	[REDACTED]	[REDACTED]

Transaction Date	Value Date	Reference	Description	Debit	Credit	Balance
16-10-2017	16-10-2017	102AONU172890735	[REDACTED]	[REDACTED]		[REDACTED]
03-10-2017	03-10-2017	100PONU17276A5N4	[REDACTED]	[REDACTED]		[REDACTED]
03-10-2017	03-10-2017	100BPDB172762038	[REDACTED]	[REDACTED]		[REDACTED]
29-09-2017	01-10-2017	10011CSKYD 00001	[REDACTED]	[REDACTED]		[REDACTED]
29-09-2017	30-09-2017	1001C10KYD 00001	[REDACTED]		[REDACTED]	[REDACTED]
29-09-2017	30-09-2017	10011ISKYD 00001	[REDACTED]	[REDACTED]		[REDACTED]
29-09-2017	30-09-2017	10011GSKYD 00001	[REDACTED]	[REDACTED]		[REDACTED]
27-09-2017	27-09-2017	100PONU172707070	[REDACTED]	[REDACTED]		[REDACTED]
27-09-2017	27-09-2017	100POSS172700052	SIG POS TRANS 4355 AMERICAN AMICABLE 254-297-2777 US	181.44		[REDACTED]
26-09-2017	26-09-2017	100POSS172690474	[REDACTED]	[REDACTED]		[REDACTED]
25-09-2017	25-09-2017	102AONU172680045	[REDACTED]	[REDACTED]		[REDACTED]
22-09-2017	22-09-2017	100PONU172654416	[REDACTED]	[REDACTED]		[REDACTED]
22-09-2017	22-09-2017	100PONU172651049	[REDACTED]	[REDACTED]		[REDACTED]
22-09-2017	25-09-2017	1007057172650037	[REDACTED]		[REDACTED]	[REDACTED]
20-09-2017	20-09-2017	100PONU172635695	[REDACTED]	[REDACTED]		[REDACTED]

Life Ins for mortgage

19-09-2017	19-09-2017	100BPDB172620562	BILL PAYMENT -BRITISH CAYMANIAN INSURANCE CO -00087514 First ins Payment - Short Amount	85.00	
18-09-2017	18-09-2017	100BPDB172612884	BILL PAYMENT -BRITISH CAYMANIAN INSURANCE CO -00087514 House Insurance first Payment	242.00	
14-09-2017	14-09-2017	102DOS172570014	DRAFT FEE 0892748	10.00	
14-09-2017	14-09-2017	102DOS172570014	DRAFT Briony Sarah Gallegos 0892748		
08-09-2017	08-09-2017	102AONU172510126	ATM CASH WITHDRAWAL 4355 Governors Square Grand Cayman KY	650.00	<i>Part valuation fee</i>
31-08-2017	01-09-2017	1001CSKYD 00001	[REDACTED]		
30-08-2017	31-08-2017	1001GSKYD 00001	[REDACTED]		
30-08-2017	31-08-2017	1001ISKYD 00001	[REDACTED]		
28-08-2017	28-08-2017	100POSS172400939	[REDACTED]		
24-08-2017	25-08-2017	1006918172380035	[REDACTED]		
22-08-2017	22-08-2017	101AONU172340250	[REDACTED]		
21-08-2017	21-08-2017	100PCNU17233A01P	[REDACTED]		
18-08-2017	18-08-2017	102AONU172300143	[REDACTED] KY		
10-08-2017	10-08-2017	100POSS172221498	[REDACTED]		
07-08-2017	07-08-2017	100POSS172160293	[REDACTED]		
04-08-2017	04-08-2017	100BPDB172160416	[REDACTED]		
31-07-2017	01-08-2017	1001CSKYD 00001	[REDACTED]		

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Plaintiff

AND:

Defendant

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 _____, 20__

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.