

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 221 of 2019

BETWEEN:

Leonardo Cerrito

Plaintiff

AND:

Andrea Alesea Calderon

Defendant

To the Defendant

Name: Andrea Alesea Calderon
Address: #138 Democracy drive, Off Moon Beam Drive, Off
Hirst Road New lands,
Bodden Town - Gran Cayman
tel #1345 9295600



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 Plaintiff 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 14th day of November, 2019

See overleaf for particulars of the Plaintiff's claim

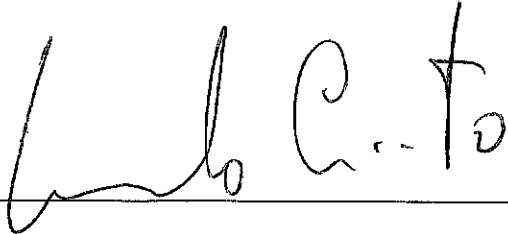
PARTICULARS OF CLAIM

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

1. On the February 15 2019 had been signed a Rental Agreement (copy accluded) between the plaintiff and the defendant, for the Sail Vessel "ZAO" parked in the George Town harbour and belonging to the plaintiff.
2. The agreed payment was 350 CI per month
3. Previously the defendant visited this S/V (Sail Vessel) many times. She spent time into the boat, she had a lunch in etc etc and went together for a trial ride.
4. The defendant had been warned by WhatsApp message by the plaintiff that the boat was at that dock temporarily but had to leave it
5. The Agreement was signed for 6 months with the option for the defendant to interrupt it with a notice of one month
6. She regularly payed the rental for the months of March and April.
7. The May month she paid half the rental adducting the pretext that she had to move the boat in another place where she had to pay the dock and "then" the plaintiff would have to share the charge. This is totally absurd.
8. The 3rd of June she sent a notice as she didn't want to keep the rental and she would leave the S/V on the beginning of July. But she didn't pay the June Month.
9. End of June she told me she had no money she would pay end of July. End of July she said again that she had no money...! I stopped to ask her.
10. Finally she didn't pay one month and one half.

AND the Plaintiff claims:

- 1 The sum of CI\$ 525 (=one month and one half of renting)
- 2 Fixed costs of \$150.00 + \$25.00 filing fee alternatively costs to be assessed.



RENTAL AGREEMENT

I, LEONARDO CERRITO of this address stated hereunder:
S.P. Arnesano-Lecce, 23
73010 ARNESANO (Le)
Italy
Italian Citizen Passport YB1474155

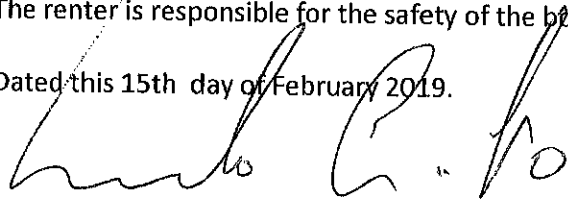
Have herein agreed with Ms. Andrea Alesea Calderon of #138 Democracy Drive, Off Moon Beam Drive, Off Hirst Road Newlands, Bodden Town Grand Cayman ID Cayman Islands Driver's License #2556 to lease to her my Sailing Boat Zao Florida USA Registration HYA460291077124 DATED 26TH July 2001 and imported to Grand Cayman on August 27, 2018 at located at Batabano West Bay Public Dock Grand Cayman for a monthly rental of CI\$350.00 (Cayman Islands Dollars Three Hundred and Fifty Dollars) payable by wire transfer to myself at the following bank co-ordinates:

IBAN: IT34S0760103200001015708850
BIC: BPPIITRRXXX

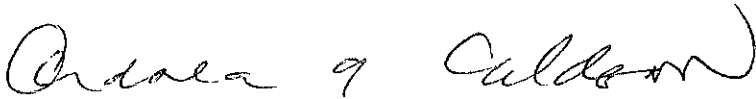
on the 1st day of each consecutive month, water and electricity consumption included. This lease is for a period of 6 months commencing 1st April, 2019 expiring 31st August 2019. One Month's notice is required by the Tenant Andrea Alesea Calderon to vacate the said sailing Vessel Boat Zao.

The renter is responsible for the safety of the boat, the working of the engine, rigging, rudder and keel.

Dated this 15th day of February 2019.

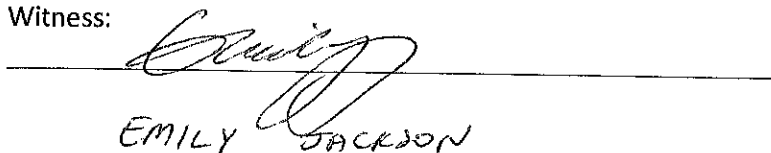


LEONARDO CERRITO



ANDREA A. CALDERON

Witness:



EMILY JACKSON

Plaintiff's Signature

Plaintiff's address for service

Name: Leonardo Cerrito

Address: S/V "ZAO" George Town harbour

tel. 1345 3259905

Leonardocerrito@gmail.com

No. 2
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2019

BETWEEN:

Plaintiff

Leonardo Cerrito

AND

Defendant

Andrea Alesea Calderon

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Name:

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 not 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 _____, 2019

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.