

No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

BETWEEN:

CORNERSTONE PROPERTIES

Plaintiff

AND:

SHERIKA MAXWELL

Defendant

To the Defendant

Yellow Media Group 131 -  
Dorcy Drive Woods Building  
Box 688 KY1-1107

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 20 day of Jan 20 21

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 him or is liable to pay damages to him)

- ① Outstanding Rent
- ② Outstanding utilities
- ③ Lock Smith

AND the Plaintiff claims:

- 1 The sum of 3530.10.
- 2 Interest in the sum of \$ 176.51 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175, alternatively costs to be assessed.



\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

447 BRITANNIA DRIVE  
BRITANNIA ESTATES PO BOX 32133  
K1J-1A09

Cornerstone Properties Ltd.  
 c/o BCQS Property Management Ltd.  
 PO Box 871  
 Grand Cayman, KY1-1103  
 (345) 949 9300

# Statement

Date
1/15/2020

To:
39 - Sherika Maxwell

Amount Due (CI\$)	Amount Enc.
\$3,530.10	

Date	Transaction	Amount	Balance
08/31/2019	Balance forward		0.00
09/01/2019	INV #203. Due 09/01/2019. Deposit 39 Executive Suites	1,350.00	1,350.00
09/04/2019	PMT #cash 37.	-1,600.00	-250.00
09/04/2019	PMT #cash 39.	-300.00	-550.00
10/01/2019	INV #312. Due 10/01/2019. Rent 39 Executive Suites	1,350.00	800.00
11/01/2019	INV #379. Due 11/01/2019. Rent 39 Executive Suites	1,350.00	2,150.00
11/19/2019	CHK #167. CUC a/c # 121687-338108	182.20	2,332.20
11/26/2019	PMT #cash 39.	-1,542.00	790.20
12/01/2019	INV #441. Due 12/01/2019. Rent 39 Executive Suites	1,350.00	2,140.20
12/31/2019	GENJRNL #56. CUC final charge	477.40	2,617.60
12/31/2019	GENJRNL #57. Water Authority to Dec 31	244.90	2,862.50
01/01/2020	INV #500. Due 01/01/2020. Rent 39 Executive Suites Jan 1st - 12th	522.60	3,385.10
01/12/2020	INV #1104. Due 01/12/2020. change locks (50% of invoice 257)	145.00	3,530.10
			Amount Due (CI\$)
			\$3,530.10

Please make cheques payable to BCQS Property Management Ltd. If paying in US\$, please divide by 0.82.

**24 Hour Services**  
928-4169

**CAYMAN LOCKSMITH AND SAFE SPECIALIST**

Master Key Systems, Locks & Keys, Safes & Vaults

**THE ONLY LEADER IN ITS CLASS**

P.O. Box 5750 Grand Cayman KY-11117 Cayman Islands  
caymanlocksmith@gmail.com

Name: BCQS	Repair Order	Address: Whitehall house, North church street
Attention: Tom Mann	Re: Executive sullas units 23,39	Authorized by:

INVOICE #257	Quantity	Unit	Amount
<b>Description of parts of materials</b>			
to rekey (2) locks on door and set to masterkey. (unit 29)	2	\$40.00	\$80.00
to rekey (2) locks on door and set to masterkey. (unit 39)	2	\$40.00	\$80.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Labour Performed</b>			<b>\$160.00</b>
	<b>Total Materials:</b>		
	<b>Total Labour:</b>	2	<b>\$65.00</b>
<b>Total</b>			<b>\$290.00</b>

**Credit Terms: Net 7-14 days**

Butterfield bank account number: 1381737610023

**FAITH**  
JAN 14 2020  
239  
BY: .....

M Comustare

1-29

\*\* THANK YOU FOR YOUR PROMPT PAYMENT \*\*

5170  
IE PROPERTIES LTD  
ST 17

CARIBBEAN UTILITIES COMPANY, LTD  
\*\*\* CUSTOMER RECEIPT \*\*\*

Oper: RUBISSMB Type: SB Drawer: 1  
Date: 1/22/20 02 Receipt no: 16660

Customer	Location Name	Amount
121687 SM	(338096) CORNERSTONE PROPERT SEVEN MILE BEACH RUBIS	\$252.48
Remaining balance:		\$ .00
121687 SM	(338108) CORNERSTONE PROPERT SEVEN MILE BEACH RUBIS	\$477.40
Remaining balance:		\$ .00
121687 SM	(335170) CORNERSTONE PROPERT SEVEN MILE BEACH RUBIS	\$482.80
Remaining balance:		\$ .00

Tender detail

CK	224	CI	\$1213.68
Total tendered			\$1213.68
Total payment:			\$1213.68

Trans date: 1/22/20 Time: 14:05:41

- BarCam Plaza, West Bay
- North Sound Road
- BarCam, Eastern Avenue
- Industrial Building, Shedden Rd.
- Industrial Park
- Red Bay

- BarCam Esso - Hurley Merren Boulevard, Prospect
- \* H&B Esso - Shedden Road (Ending September 30, 2019)
- \* H&B Esso - West Bay Road (Ending September 30, 2019)
- Eastern Avenue Rubis - Eastern Avenue
- Rubis Red Bay - Shamrock Road, Red Bay
- Savannah Rubis - Shamrock Rd. (opposite Countryside)
- AA Rubis - West Bay Road (next to Pizza Hut)

your electricity bills by  
Red Bay, George Town,

bill payments at our  
BarCam or at the Company's Administration Building on North Sound Road.

accept payments between 6:00 a.m. and 8:00 p.m. each day, Tortuga Rum Company locations  
Monday through Saturday) and IN Money Transfer between 7:00 a.m. and 6:00 p.m. on weekdays

'real time' and accounts are updated immediately. A valid CLIC receipt is presented upon payment.

\* Please note that as of Monday, September 30, both H&B Esso locations will no longer be accepting CLIC payments from customers.

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this mail in error please notify the sender and destroy and delete any copies you have received.

Recharged, \$  
to tenants

~~Paid~~  
Chq # 224

Chq 25

Cornerstone

THIS TENANCY AGREEMENT is made the 23rd day of August, 2019.

**BETWEEN:** Cornerstone Properties Ltd. of P.O. Box 709, Grand  
Cayman, KY1-1209, Cayman Islands (the "Landlord");  
OF THE ONE PART

**AND:** Sherika Maxwell, Grand  
Cayman, KY1-1\_\_\_\_, Cayman Islands (the "Tenant")  
OF THE OTHER PART

WHEREBY IT IS AGREED, as follows:-

- #39  
Ten.
1. The Landlord will let and the Tenant will take for a fixed period of one (1) year commencing 1st September, 2019 and ending on 31st August, 2020 (the "Term"), at a rental of CI\$1350.00 per month (the "Rent") payable in advance to the Landlord, or as it shall direct, ALL THAT apartment together with the Landlord's chattels, fixtures and fittings known as 197 Newport Avenue unit #37 in building 3 Executive suits (the "Premises") situated in the building legally registered in George Town as Registration Section 14E Block 613 Parcel REM4 (the "Building").
  2. The Tenant hereby agrees to deposits with the Landlord the sum CI\$1350 (the "Security Deposit") which represents first months Rent as security for the performance and observance of the Tenant's obligations hereunder and the Tenant hereby agrees to any part thereof being applied in remedying any breach of the Tenant's obligation hereunder of which the Landlord has given the Tenant notice and which the Tenant has failed to remedy within the period specified in such notice.
  3. The Tenant further agrees that if all or any part of the Security Deposit is applied by the Landlord as provided for herein, the Tenant will upon receiving a demand in writing from the Landlord pay to the Landlord such an amount as the Landlord specifies as being due from the Tenant to restore the Security Deposit to the amount of CI\$1350. The Landlord agrees that save as herein provided the Security Deposit or such part thereof as is unused shall be refunded to the Tenant immediately upon termination of this tenancy.
  4. The Tenant hereby agrees with the Landlord throughout the Term as follows:-

- (a) To pay the Rent at the times and in the manner aforesaid without any set-off, abatement or deduction whatsoever.
- (b) To keep the interior of the Premises and the appurtenances thereof including floors, walls, ceilings, the inside of doors, entrances into corridors, the glass windows (excluding the outside) and all the fixtures and fittings in the Premises well and sufficiently cleaned (in the case of windows at regular intervals) and in good and substantial repair and condition (including where relevant replacement, repainting, thereof but only in manner approved in advance by the Landlord), fair wear and tear excepted and to permit the Landlord and the Landlord's agents or contractors on their behalf to clean, paint or treat as the case may be the outside of all doors entering into corridors from the Premises and the outside of all window frames and glass in the Premises in such colour and in such manner and at such times as the Landlord may desire or direct with the right to enter the Premises as may be necessary for such purposes.
- (c) Not to alter, injure, cut or maim any of the floors, walls, partitions, ceilings, windows, doors, cables, wire, channels, pipes, ducts, appurtenances, fixtures or fittings including air conditioning and other equipment in, of or to the Premises and not to make any alterations or additions to the interior or exterior appearance of the Premises without the consent in writing of the Landlord and not to permit any of the foregoing to be done.
- (d) ~~Not to make any improvements, alterations or additions to~~ the Premises without the prior written consent of the Landlord.
- (e) Not to carry on any trade, business or profession on the Premises.
- (f) Not to use or permit the Premises to be used for overnight or transient accommodation.
- (g) Not to do or permit or suffer to be done on the Premises anything which shall be or may be or become any annoyance

or nuisance to the Landlord or to the occupiers of any adjoining property.

- (h) Not to obstruct, litter, deface, or damage in any manner the parking area, fire escapes, entrances, passages and other common areas or facilities of the Building.
- (i) Not to do or suffer to be done knowingly anything whereby the policy or policies of insurance on the Premises or on the Building against fire or any other risk may become void or voidable or whereby the premium thereon may be increased and to repay to the Landlord all sums paid by the Landlord by way of increased premiums and all expenses incurred by the Landlord in or about any renewal of such policy or policies and any other expenses or charges incurred by the Landlord or rendered necessary by reason of a breach or non-observance of the provisions of this sub-clause.
- (j) Not to permit any open or internal combustion fire to be burned or cooking to be done (excluding the heating of water for beverages and the use of a microwave oven) within the Premises.
- (k) Not without the prior consent of the Landlord to bring or allow to be brought on to the Premises or any part of the Building any machines or machinery save such office and computer equipment as is requisite for the Tenant's office and to observe such regulations as the Landlord shall specify regarding load factors and stresses within the Building.
- (l) Not to bring or permit to be brought any vehicles, bicycles, animals or birds into the building and not to use the Premises for any illegal or immoral purposes.
- (m) Not to assign, sublet, charge or part with possession of the whole or any part of the Premises.
- (n) To permit the Landlord, its agents or servants upon giving reasonable notice in writing to enter the Premises at all reasonable hours in the daytime for any reasonable purpose.
- (o) To yield up the Premises at the expiry of the Term in

good repair and condition leaving all furniture and all electronics in the unit and in good condition.

- (p)
- (q) To observe and conform to all reasonable regulations and restrictions made by the Landlord or its agents or servants for the proper management of the Building and notified in writing by the Landlord or its agents or servants to the Tenant from time to time.
- (r) To indemnify and hold harmless the Landlord against all damage, loss or injury to the Premises or any other part of the Building (including windows thereof) or the appurtenances and equipment therein and thereto or to any person caused by any act, default or negligence of the Tenant, its servants, agents, licensees or invitees and to pay and make good to the Landlord all and every loss or damage whatsoever incurred or sustained by the non-observance of the Tenant's covenants herein contained and to indemnify and hold harmless the Landlord against all actions, claims, liability, costs and expenses thereby arising.
- (s) To ensure that in all of the Tenant's insurance policies relating to the Premises the Landlord in addition to the Tenant is registered or listed as an additional insured party with benefits identical to those of the Tenant in the case of a claim.
- (t) To yield up the Premises at the expiration or earlier determination of the term hereby created with fixtures and fittings thereto in the condition required by the Tenants covenants hereinbefore contained.
- (u) To pay the stamp duty (if any) attracted by this tenancy from time to time and any registration fees in relation thereto.
- (v) The Tenant agrees to keep the air conditioning at a minimum of 79 degrees Fahrenheit and is responsible for any damage caused in any manner by not keeping the air condition at this temperature.
- (w) There should be no more than 2 people occupying the unit without written permission from the landlord.

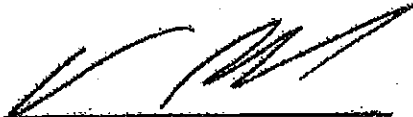
5. The Landlord hereby agrees with the Tenant that the Tenant

paying the Rent and observing and performing all their obligations under this Agreement may quietly enjoy the Premises without any interruption by the Landlord or any person claiming through under or in trust for it.


6. The Rent is exclusive of utilities for the Premises. Therefore, the Tenant hereby agrees to pay promptly all electricity, water, cable television and internet service incurred at the Premises during the Term.
7. If any time during the Term, the Premises or any part thereof shall be rendered unfit for use by the Tenant due to damage or destruction caused by a risk against which the Landlord has insured (or procured insurance for) the Premises the rent or a proportion of it (according to the extent of the damage) shall be suspended (save to the extent that any insurance money shall be irrevocable owing to an act or default of the Tenant) until the Premises are rendered fit for use by the Tenant. Either party may terminate this Agreement at any time after such damage or destruction with immediate effect by written notice given to the other provided that no notice may be given after the Premises have been rendered fit for use.
8. The tenant agrees to have all their belongings moved out by 12 noon on the last day of the lease.
9. If the Tenant wishes to take a further lease of the Premises from the expiry of the Term and shall at any time after the expiry of the Term give to the Landlord not less than three (3) months' notice in writing then provided the Tenant shall on the expiry of the Term have paid the rent and performed ~~and observed the covenants contained in this Tenancy~~, the Landlord shall at the cost of the Tenant grant to the Tenant a further tenancy of the Premises for a further term of one year commencing on the day following the last day of the Term upon the same terms and conditions as this Tenancy (save as to the rent and this option for a further tenancy).
10. This Tenancy shall be governed and construed according to the Laws of the Cayman Islands.

AS WITNESS the hand of the parties hereto the day and year first above written.

SIGNED by the Landlord  
in the presence of

  
\_\_\_\_\_  
Witness

SIGNED by the Tenant  
in the presence of

  
\_\_\_\_\_  
Witness

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

CORNERSTONE Properties

Plaintiff

AND:

SHERIKA Maxwell

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)

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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.