



IN SUMMARY COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: SC of 2021

BETWEEN: PAMELA MORRIS BEWRY

PLAINTIFF

AND: SHERWIN STANLEY BESS

RESPONDENT

PLAINT

TO: SHERWIN STANLEY BESS
Grand Cayman
Cayman Islands

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 the service of this Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings. If you intend to defend the action, in whole or 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 return the Acknowledgement with the time stated, with full particulars of your Defence the Plaintiff may apply for a Default Judgement without any further notice to you. If you return the Acknowledgement form without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this day of 2021

IMPORTANT-Directions for acknowledgement of service are given with the accompanying form.

Dennis E. Brady

Attorney-at-Law for the Plaintiff

This **PLAINT** was filed by Dennis Brady, Attorney-at-Law for the Plaintiff whose address for the service of the said Attorney-at-Law P.O Box 11740 APO, Grand Cayman, KY1-1109, Cayman Islands.

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PARTICULARS OF CLAIM

1. I am the Plaintiff in this matter. In so far as the facts and matters set out within the Statement of Claim are within my own knowledge, they are true, and in so far as they are not within my own knowledge, they are true to the best of my information and belief.
2. I make this Statement of Claim in support of my application for:
3. An Order to enforce payment of the sum of CI\$6,000.00 owed to the Plaintiff as payment for rent, by the Respondent, in respect of property (**hereinafter "the Property"**) rented by the Respondent from the Plaintiff, and located at 14 Brushwood Way, George Town, Grand Cayman; in Breach of an Oral Contract entered into by the said Respondent with the Plaintiff.
4. The above referenced Contract was entered into with the Respondent, when the Respondent personally appealed to and told the Plaintiff, that he was in **"desperate need of accommodation as he was sleeping in his employers bus."** and despite the fact that, the Plaintiff made very clear to the Respondent, that the Property **was not fully occupant ready**. Upon the Respondent's plea and petition made in desperation, the Plaintiff relented upgraded the occupancy readiness, and agreed to let the Property to the Respondent with certain conditions attached. Key to those conditions was, that the Plaintiff would allow the Respondent to live during the period of February 2020 to May of 2020 and no rental fees would be collected, but it was agreed to by the Respondent that as of June 1 2020, the monthly rental fee of CI\$600.00(**hereinafter "the Monthly Payment"**) would be paid on a monthly basis, by the Respondent to the Plaintiff; for rental of the Property.
5. The Respondent has never paid this Monthly Payment and currently owes to the Plaintiff, the sum of CI\$6,000.00
6. Based upon this failure by the Respondent to observe the term of the contract, as relates to the Monthly Payments, and in respect of which, the Respondent had given the undertaking to pay to the Plaintiff, the Plaintiff made representation to the Respondent and the Respondent gave a further undertaking to the Plaintiff, that the Plaintiff would be paid the Monthly Payments, as soon as the Respondent received payment to himself, of his **"pension fund drawdown"** that he was then waiting upon, and that as soon as he was in receipt of the same, he would pay off the outstanding balance that were due; of the Monthly Payments and payable to the Plaintiff. The Respondent did in fact receive this money, but failed to pay any monies to the Plaintiff as promised, when asked to do so by the Plaintiff; and has still not paid the outstanding monies that are claimed by the Plaintiff.

7. The Respondent thereafter gave an undertaking to pay to the Plaintiff, the outstanding Monthly Payments as soon as he would have again secured employment, at the company known as, Island Waste Carriers. The Respondent in fact did resume employment with the aforementioned company, but despite this development, the Respondent once again failed to honour the promised undertaking, and did not pay any monies to the Plaintiff, representing the due and payable Monthly Payments. To the contrary, the Respondent stealthily extricated himself along with his belongings, through a window on the Property, following upon the fact of the Respondent having lost the only key to the entrance door of the Property and it appeared that, the Respondent was using the cover of darkness, to gain the use of and access to the Property. The only item that the Respondent has left remaining in the Property is a television set, which by virtue of its dimensions; he appeared to have not been able to remove it from the Property; but all else of his belongings he has now removed. (see copy of Text Messages Exchange between Plaintiff and Respondent as **Exhibit "PMB1A"**)

8. The Plaintiff was forced to and resorted to, serving a Letter of Demand on the Respondent on the 26th day of January 2021 demanding the full payment of CI\$4,800.00, within fourteen (14) days of that date. Since then, the Respondent has never called or made any effort to contact the Plaintiff, not even once; to make arrangements, for the Plaintiff to be paid the monies, which remains due and payable to the Plaintiff. Every effort aimed at contact with the Respondent, in relation to this outstanding debt owed to the Plaintiff, were always initiated by the Plaintiff, and the Respondent has failed to respond to that letter; or to satisfying the debt owing; being the outstanding Monthly Payments to the Plaintiff. (**see copy of Exhibit "PMB1"**)

AND THE Plaintiff claims:

1. The sum of the full balance of, **CI\$ 6,000.00 plus legal costs of CI\$1,000.00** against the Respondent
2. The accrued interest in relation to the aforementioned sum.
3. Costs in the matter.
4. Any other Order that this honourable Court seems fit.

SWORN TO BY ME at

George Town Grand Cayman this 15 day of April 2021

Pamela Morris - Bewry
PAMELA MORRIS BEWRY

SWORN TO BEFORE ME this 15 day of April 2021

Sharon Robinson
NOTARY PUBLIC/JUSTICE OF THE PEACE

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ACKNOWLEDGEMENT OF SERVICE
OF PLAINT

1. State Defendant's name and address-
Sherwin Stanley Bess
George Town
Grand Cayman

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 ion 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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of April 2021

Please see overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he/she 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 495, George Town, Grand Cayman, Cayman Islands KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.