



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 136 OF 2021

BETWEEN: CARIBBEAN UTILITIES COMPANY LTD..

PLAINTIFF

AND: SARAH CHRISTIAN

DEFENDANT

PLAINT

To the Defendant at:

BOX 61

GRAND CAYMAN, KY1-1501

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 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this 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 4 October 2021.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM


1. Pursuant to an Application of Electrical Service dated Friday, 31 March 2017 the Plaintiff agreed to supply the Defendant with utility electrical service and the Defendant agreed to pay for services provided monthly. It was a term of the Application of Electrical Service that the Defendant would be liable for fees associated with the debt collection or legal proceedings.
2. The Defendant fell into arrears and as at the date of this Plaint has an outstanding balance provided for in the Claim set out below which includes the Defendant's fees ("Amount Due"). Full particulars of the electrical service and credit supplied to the Defendant are known to the Defendant.
3. A copy of each of the Application of Electrical Service and Statement of Account are hereby attached.
4. The Plaintiff have formally demanded payment on numerous occasions.
5. Despite demand, the Defendant has failed, refused and/or neglected to pay the Amount Due to the Plaintiff.

THE PLAINTIFF THEREFORE CLAIMS:

1. The principal sum of \$1,301.65;
2. Interest on the amount found to be due to the Plaintiff pursuant to credit agreement:
 - a. From Friday, 31 March 2017 to the date of filing of this Plaint and Particulars of Claim, being a total of \$1,000.00
or alternatively interest at such rate and for such period as the Court thinks fit;
3. Interest to continue until this matter is settled.
4. Fixed costs of \$250.00, or alternatively costs to be assessed;
5. Court costs of \$25.00; and
6. Such further and/or other relief as this honorable Court deems appropriate.

If within the time for returning the Acknowledgement of Services, the Defendant pays to the Plaintiff the total amount claimed which is \$1,301.65 plus interest and costs further proceedings will be stayed.

Dated the 4 October 2021.



Plaintiff

TO:
The Clerk of the Court

AND TO:
The Defendant
BOX 61

GRAND CAYMAN, KY1-1501

This Plaint was issued by the Plaintiff herein, whose address for service is Caribbean Utilities Company, Ltd. P.O Box 38 Grand Cayman KY1-1101 M: 345-949-5200 .

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2021

BETWEEN: CARIBBEAN UTILITIES COMPANY LTD..

PLAINTIFF

AND: SARAH CHRISTIAN

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 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 send to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

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 495, George Town, Grand Cayman KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he 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 endorsed on the Plaintiff (i.e. the words "Particulars 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 Plaintiff, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaintiff, 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 him 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 he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there is 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 plaint served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Plaint)".
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 his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized 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.

Customer ID: T13067 CHRISTIAN, SARAH J.

Location ID: 333598 37 CLOUDSCAPE CL 10MF 50NEW

Cycle/Route: 99 03

Amount Due: 976.34

Actual Amount Due: 976.34

Pending: .00

Budget Deferred: .00

Initiation Date: 09/30/2017

Termination Date: 10/05/2017

Customer/Location: C

Switch View

Option	Trans	Type	Transaction Date	Description	Transaction Amount	Reference Date	Running Balance	Due Date
	FC	ADD	11/08/2017	Finance Charge	15.00	11/09/2017	976.34	
	BF	BILL	10/05/2017	E FINAL BILL	52.23	10/05/2017	961.14	10/05/2017
	DD	PMT	10/05/2017	DEP RFD - FBILL	310.00		909.03	
	EC	BILL	10/05/2017	E CYC BILL	53.99	10/05/2017	1,219.05	10/05/2017



Caribbean Utilities Company, Ltd.
 Customer Service Department
 P.O. Box 38, Grand Cayman KY1-1101
 Tel: (345) 949-5200, Fax: (345) 945-1218
 E-mail: service@cuc.ky, Website: www.cuc-cayman.ky

338598

Deposit \$310.00

CSD July 2015

Application for Electrical Service

Individual

When applying for electrical service, please include the following:

- Completed Application Form (Ensuring that all sections are filled in correctly with the proper service address)
- Valid Lease Agreement or Land Registry
- Copy of Valid Photo Identification (Driver's License, Passport or Voter's Identification)
- Security Deposit (CUC will assess the monthly usage based on electrical equipment installed and will charge a deposit based on 45 days estimated usage of the property to be occupied).

Note: Prior to applying for 'New Service' that has been disconnected for longer than six (6) months, please ensure that all approvals for connection have been provided to CUC by the Cayman Islands Government Planning Department. Service connections are normally completed in four (4) to six (6) working days, but may vary.

In some cases contribution in aid of construction (CIAC) is required from the customer, please see our terms of service for details

Date service required (2 working days' notice is required for transfer of existing service):

If you are a previous or existing customer, please state Customer Account Number[s]:

Account Name

Surname: <u>Christian</u>	First Name: <u>Sarah</u>	Middle Initial: <u>J.</u>
Maiden Name (if applicable):		
Date of Birth (Month/Day/Year): <u>01/02/1968</u>		
Used to assist with distinguishing between Account Holders with the same name.		
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant		
P.O. Box: <u>601</u>	Post Code: <u>KY1-1501</u>	
City: <u>Grand Cayman</u>	State:	
Telephone [Primary mobile]: <u>9178426</u>	[Secondary Mobile]: <u>9498255</u>	[Home]:
Name of Employer: <u>Island Electronics</u>	Work Telephone: <u>9498255</u>	
Identification Type: <input type="checkbox"/> Passport <input checked="" type="checkbox"/> Driver License <input type="checkbox"/> Voter ID	I.D. Number: <u>625369</u>	Country of Issue: <u>Cayman</u>
Primary E-mail: <u>Sarah@telgroup.com</u>	Secondary E-mail:	

Property Management Information

Company Name (if Applicable):	
Name of Contact Person:	
Company should receive: <input type="checkbox"/> All bills <input type="checkbox"/> Copy of bills	
P.O. Box	Postal Code
Telephone [Mobile]:	[Office]
E-mail:	Effective date of Representation:

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

Oper: DWILLIAMS Type: OC Drawer: 1
Date: 3/31/17 01 Receipt no: 65458

Customer	Location Name	Amount
113067	336538 CHRISTIAN, SARAH J.	
UD E	UTILITY DEPOSIT	\$310.00

Tender detail		
CA	CI	\$310.00
Total tendered		\$310.00
Total payment		\$310.00

Trans date: 3/31/17 Time: 14:49:30

** THANK YOU FOR YOUR PROMPT PAYMENT **

Service Requirements	
Physical Street address where service is required; Building/House No.:	37 Cloudscape Apartment No.:
Street Name: Cloudscape	District: BT
Address where service is required [only if exact street address has not been issued by Government Planning Department]:	
Registration section:	Block: 25C Parcel: 505
Type of Request: <input type="checkbox"/> New Service <input type="checkbox"/> Temporary Supply <input type="checkbox"/> Reconnection of Service	
Type of Service: <input type="checkbox"/> Apartment <input checked="" type="checkbox"/> House <input type="checkbox"/> Condo <input type="checkbox"/> Duplex <input type="checkbox"/> Farming	
Number of bedrooms: 2	Living Sq. Footage: Total Sq. Footage:
Would you prefer to receive bills via e-mail? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (No paper bills are mailed with selection of this option)	
If you are a tenant, state landlords name and telephone number:	

Declaration & Agreement

The undersigned declares that the information provided on this application is true and accurate and understands that any false declarations may result in reassessment of deposit and/or disconnection of service. In case of a corporate application, the undersigned confirms that I am a duly authorized officer of the company and have the authority to apply for electricity service.

Having agreed to pay/transfer a deposit to Caribbean Utilities Company, Ltd. [CUC], the undersigned hereby applies for service in accordance with the current Schedule of Rates, the Terms of Service and other terms and conditions of supply being from time to time in force regulating the use and supply of electricity which are on file with CUC, or any effective superseding schedule governing this class of service. The undersigned understands and agrees to the terms herein and acknowledges and agrees to the right of CUC to require security deposits or advance payments where these are deemed appropriate or necessary by CUC. In the case that CUC requests such a deposit, the undersigned agrees to pay the same to CUC forthwith upon demand.

It is further agreed that should CUC or the undersigned terminate this service, the undersigned will be liable for all unpaid amounts and authorize CUC to transfer any outstanding amounts of any of the undersigned's active CUC accounts.

Name: Sarah Christian Signature: [Signature]

Position: Accountant Date: 31 May / 17

Acceptance by CUC

Name: Sarah Christian Signature: [Signature]

Position: _____ Date: _____

Please Note: All Account Holders are required to notify CUC in writing to request termination of Service.

Caribbean Utilities Company, Ltd.

3/31/17, 14:45:46

CUSTOMER SERVICE APPLICATION

USER ID ^{CSD APP 2011} DWILLIAMS

NAME CHRISTIAN, SARAH J.
 ADDRESS PO BOX 61
 GRAND CAYMAN KY1-1501
 CAYMAN ISLANDS CI -
 PHONE 345 917-8426
 EXEMPT TAX NO PENALTY NO
 CASH ONLY NO

CUSTOMER ID 113067
 DATE OF BIRTH DDDMMYYYY

SERVICE ADDRESS 37 CLOUDSCAPE CL 10MF
 CYCLE/ROUTE 98 03
 LOCATION ID 338598
 SPNEW

INITIATION DATE 3/31/17
 JURISDICTION GRAND CAYMAN
 INSIDE UNITS 1.00
 SOCIAL SECURITY NUMBER
 DOING BUSINESS AS
 ALT CUSTOMER ID 2
 CLASS RESIDENTIAL
 SECTION *****
 DRIVERS LIC NUMBER

ELECTRIC METERED METERED RATE
 METER NUMBER A02SS0004930 UNITS 1.00

SERVICE ORDERS

WF0568059 CSD1 CSD1-Mtr Rdr Work IN RECONNECT-INITIAL READ 3/31/17

MISC. INFORMATION

1ST CELL# 345-917-8426
 APARCELL#
 WORK PH# 345-949-8255
 EMPLOYER ISLAND ELECTRONICS
 E MAIL SARAH@IELGROUP.COM
 DL/PPORT# **5369
 DL/PP#DESC CI DL
 D.O.B. 02-JAN-1968

Declaration & Agreement

The undersigned declares that the information provided on this application is true and accurate and understands that any false declarations may result in reassessment of deposit and/or disconnection of service. In case of a corporate application, the undersigned confirms that I am a duly authorised officer of the company and have the authority to apply for electricity service.

Having agreed to pay/transfer a deposit to Caribbean Utilities Company, Ltd. [CUC], the undersigned hereby applies for service in accordance with the current Schedule of Rates, the Customer's Handbook - Terms of Service and other terms and conditions of supply being from time to time in force regulating the use and supply of electricity which are on file with CUC, or any effective superseding schedule governing this class of service. The undersigned understands and agrees to the terms herein and acknowledges and agrees to the right of CUC to require security deposits or advance payments where these are deemed appropriate or necessary by CUC. In the case that CUC requests such a deposit, the undersigned agrees to pay the same to CUC forthwith upon demand.

It is further agreed that should CUC or the undersigned terminate this service, the undersigned will be liable for all unpaid amounts and authorise CUC to transfer any outstanding amounts to any of the undersigned's active CUC accounts.

Name: _____ Signature: _____
 Date: _____

Application for Electrical Service

RENTAL AGREEMENT

THIS AGREEMENT made this 1st day of April 2017

Between Sharesse McDonald (PH: 345-525-7228)
(Hereinafter called the "Landlord") And Sarah Christian (PH: 345-917-8426) (hereinafter
called "Tenant")

The Landlord hereby agrees to rent to the Tenant the property located at
37 Cloudscape Ct. Spotts Block 25C Parcel 505 (Hereinafter known as
The Premises) together with the furniture and fixtures set out in this
Agreement according to the conditions set out below.

1. **TERM:** The tenancy shall be for a period of 12 (Twelve) months commencing on the 1st April 2017 to 1st April 2018. (With intent to extend)

2. **RENT:** The rental amount shall be in the sum of CI\$1,350.00 per month payable in advance on or before the 1st of each and every month. The payment shall be made on the acceptance and execution hereof. The Landlord shall have the right to re-enter and take possession of the demised premises should the rent be in arrears for a period of 10 days after the date covenanted for payment whether the said rent has been legally demanded or not or should there be any breach of this Agreement on the tenant's part.

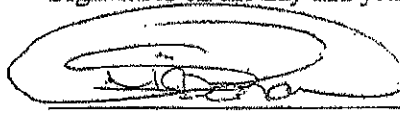
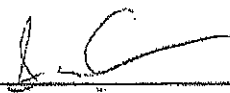
3. **RENEWAL:** Any renewal or extension of this lease must be in writing and signed by all parties hereto, their successors or assigns. Should the tenant continue on possession of the leased premises after the expiration of this lease without a written extension or renewal hereof, such possession shall be on a month to month basis only and then under the same terms and conditions as herein found except a) the monthly rate increase not to exceed ten (10%) of the current monthly rental amount, b) the Landlord has the exclusive right to give tenant 21-day notice to vacate without reason.

4. **SECURITY DEPOSIT:** The tenant has agreed to pay the Landlord the sum of CI\$1,350.00 (18th April CI\$1000.00 (PAID). Balance to be paid is CI\$350.00 representing the security deposit which shall be held by the Landlord as a security for the due performance by the Tenant of his obligation there under. The security deposit shall be returned at the termination of this lease, provided there are no outstanding debts or damage relating to the leased premises, without interest thereon and that the premises is handed over with the fixture, fittings/furniture and contents and additions thereto in good tenantable condition save normal wear and tear. **Tenant shall not have the right to apply the security deposit to the last months rent.** Security deposit shall be forfeited if the rental term is not completely fulfilled. Upon inspection and assessment of vacated premises, the deposit monies less any necessary charges for repairs cleaning utilities etc. will be refunded within 10 working days from the date of vacating the premises

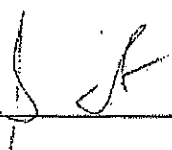
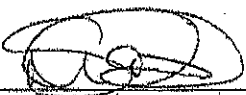
RULES OF OCCUPANCY: On vacating the house, it should be left in the same good condition that it was received. Tenants are therefore responsible for the general cleaning of the premises on vacating.

The tenant signing this Rental Agreement hereby state that all questions about this Rental Agreement have been answered, that they fully understand all of the Agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant of the Rental Agreement is acknowledged the he/she has received a signed copy of the Rental Agreement.

IN WITNESS WHEREOF the parties hereto have signed their respective Signatures on the day and year first above written.

 Landlord  Witness

_____ Landlord _____ Witness

 Tenant  Witness

_____ Tenant _____ Witness

CAYMAN ISLANDS DRIVER'S LICENCE

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
625369	Full	04-Dec-15	04-Dec-18	2	F
HEIGHT	EYE	HAIR	DOB	DISABILITY	
64	GREEN	BLOND	02-Jan-68	None	

SARAH
JUANITA
CHRISTIAN
24 COUNTRY ROAD BT
PO BOX 61 SAV
GRAND CAYMAN KYI-1501



Sarah Christian

Signature of Holder

