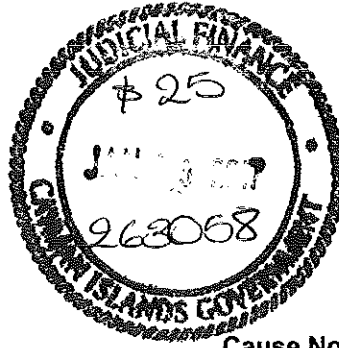


No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 0001 of 2017

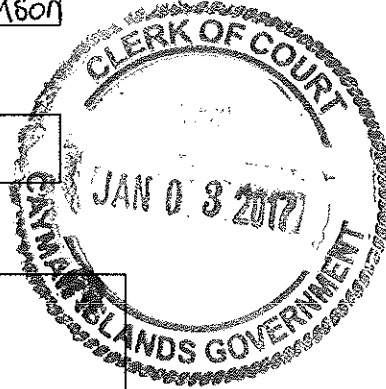


John Arthur Swanson

Plaintiff

Bryan Ebanks

Defendant



To the Defendant

Bryan Ebanks

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 day of 20

**See overleaf for particulars of the Plaintiff's claim**

**John Arthur Swanson**  
**231 Town Hall Road, Apt 1, West Bay**  
**P. O. Box 32**  
**Grand Cayman KY1-1301**  
**Cayman Islands**  
**Phone: 916-1601**

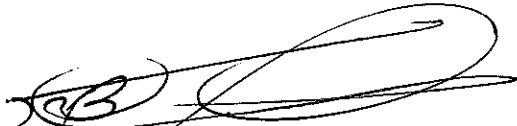
December 29, 2016

**PARTICULARS OF CLAIM**

- 1) The Plaintiff entered a lease agreement with the Defendant on 1st May 2012 to rent Apartment 2 at 231 Town Hall Road for his estranged wife and two small children. The rent was \$1200, including water, but not electricity.
- 2) As a good will gesture I changed the lease later to \$1000 per month including water. This agreement continued satisfactorily.
- 3) Early in 2013 I received a water bill of over \$700. After checking to make sure there were no leaks. I appealed to the Defendant to assist me with this bill as it clearly was an issue with the tenants. He refused to help and "hung up" the telephone during our conversation. I had no choice, but to pay the water bill.
- 4) After this incident I adjusted our lease by mutual agreement on July 29, 2013. The rent would remain at \$1000 and utilities would be billed separately. He paid all bills although rarely on time, prompting disconnection of water and near disconnection of electricity a few times.
- 5) For many months I had to call numerous times for the rent after the first day of the month and finally getting it nearer to the 15<sup>th</sup> than the 1<sup>st</sup>.
- 6) On 21 March, 2014, a small fire erupted from frying oil on the stove. This fire badly damaged the microwave (which is mounted above the stove) which eventually had to be removed and replaced. I submitted this bill to the Defendant which he ignored. I am claiming costs of \$293.46 (support document attached) for the microwave.
- 7) On or about March 2014 there was another incident. I heard a crashing sound in the apartment above. (I live downstairs.) Upon investigation I found that the special entrance glass door had been broken by the tenants. I checked on the cost to replace the glass and gave this to Diana, the Defendant's wife, and later to the Defendant. He ignored this claim. I am claiming the cost of replacing the glass in the door at a cost of \$525.
- 8) After many negative experiences as stated above, including the rent consistently being late violating clause 3 of page 3 of the lease, I decided to terminate the lease.
- 9) On December 1, 2015, I gave notice to the Defendant to have his family vacate the premises by January 1, 2016. To avoid paying for December, 0within 24 hours the family had vacated but left

behind many belongings which were eventually removed on December 14. I billed the Defendant for the 14 days which he eventually paid.

- 10) I received the electricity bill for November and discovered that October's bill had not been paid. I sent this to the Defendant and he refused to pay or delayed in paying these two bills. On December 24, CUC was scheduled to disconnect the electricity. I rushed to their office and paid October's bill only to prevent the disconnection.
- 11) The Defendant sometime in January contacted CUC and asked what was outstanding on the bill. He was told \$420.62 which he paid. He then contacted me by email to let me know that he had paid the outstanding bill at CUC. I reminded him many times that I had paid October's bill and that is why CUC was showing only November as outstanding. He knew full well that he had not paid October's bill, however, despite numerous reminders, he refused to pay that bill. I am now claiming \$489.93 for October's electricity (support document attached).
- 12) I have reminded him through email and letters over the past 10 months of these outstanding amounts. In fact my claim could be more as I took the decision to absorb all of the cost for repairs to the apartment, which were definitely not due to wear and tear. I have no other recourse than to use the legal system to recoup \$1,307.79 as well as any court costs and Bailiff fees associated with this Plaintiff.



John. A Swanson

**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)

See attached

AND the Plaintiff claims:

- 1 The sum of 1,307.79.
- 2 Interest in the sum of \$ \_\_\_\_\_ calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 150.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

231 Town Hall Road  
West Bay

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

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

Between:

John Arthur Swanson

Plaintiff

AND:

Bryan Ebanks

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Bryan Ebanks  
416 Birch Tree Hill Road  
West Bay, 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 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**

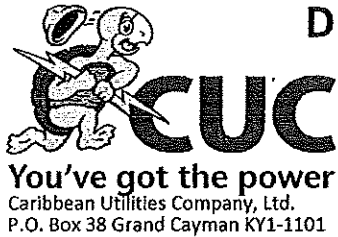
## **PARTICULARS OF DEFENCE**

(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.



# DISCONNECTION NOTICE

Statement Date: 08-DEC-15 Cycle: 43-01  
 Service Address: 231 TOWN HALL RD 2  
 Account Number: 14801-329436  
 Due Date: **08-DEC-15** Amount Due: **\$909.95**  
 Tel: (345) 916-1601 New Tel: \_\_\_\_\_

JOHN ARTHUR SWANSON  
 P.O. BOX 32  
 GRAND CAYMAN KY1-1301  
 CAYMAN ISLANDS CI -

**PLEASE PRESENT THIS STATEMENT WITH PAYMENT AT ONCE. DO NOT MAIL.**

Disconnection of service will result in the levy of at least a CI\$60.00 reconnection fee to your account. Before reconnection is possible, you must pay all outstanding amounts owed, including past due amounts, current due amounts, reconnection fees and any other cost required for reconnection of service unless a payment plan is approved by CUC.

Please return this portion with your payment.

## ELECTRIC STATEMENT



### SUMMARY

Last Bill Amount \$909.33  
 Payments -420.00  
 Balance Forward **\$489.33**

### CURRENT CHARGES

Facilities Charge		5.22
Energy Charge	1,668.00	173.47
Lic. & Reg. Fees	668.00	9.22
Fuel Cost	1,668.00	184.39
Govt. Fuel Duty	1,668.00	48.32

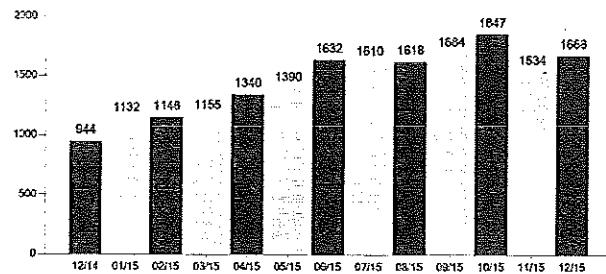
### OTHER SERVICES/MISC. CHARGES

Total Current Charges \$420.62  
**TOTAL DUE BY 08-DEC-15 909.95**

### ACCOUNT

Statement Date 08-DEC-15  
 Cycle 43-01  
 Service Address 231 TOWN HALL RD 2  
 Account Number 14801-329436

### KWH Consumption



### DETAIL

## DISCONNECTION NOTICE

Service Period From	To	Days Billed	Energy Units	Meter Number	Current Reading	Previous Reading	KWH Consumed	Billing Multiplier
11/05/15	12/04/15	29	KWH	IR023762	10757	9089	1668	1.000

Your electricity service account is now overdue and your service may be disconnected at anytime without notice or delay. Payment must be made at CUC's cash offices before 2:00 p.m., otherwise reconnection on the same day is not guaranteed. Non-receipt of the bill does not constitute a release from liability for payment.

**Caribbean Utilities Company, Ltd.**

P.O. Box 38 Grand Cayman KY1-1101, Cayman Islands Tel: 345-949-5200, Fax: 345-945-1218 email: service@cuc.ky website: cuc-cayman.com  
 Please contact our customer service department if you have queries regarding your bill.

# Quality Imports Ltd.

#19 Sarah L. Close, West Bay  
 P.O. Box 30752  
 Grand Cayman, KY1-1204

1345 917 0767

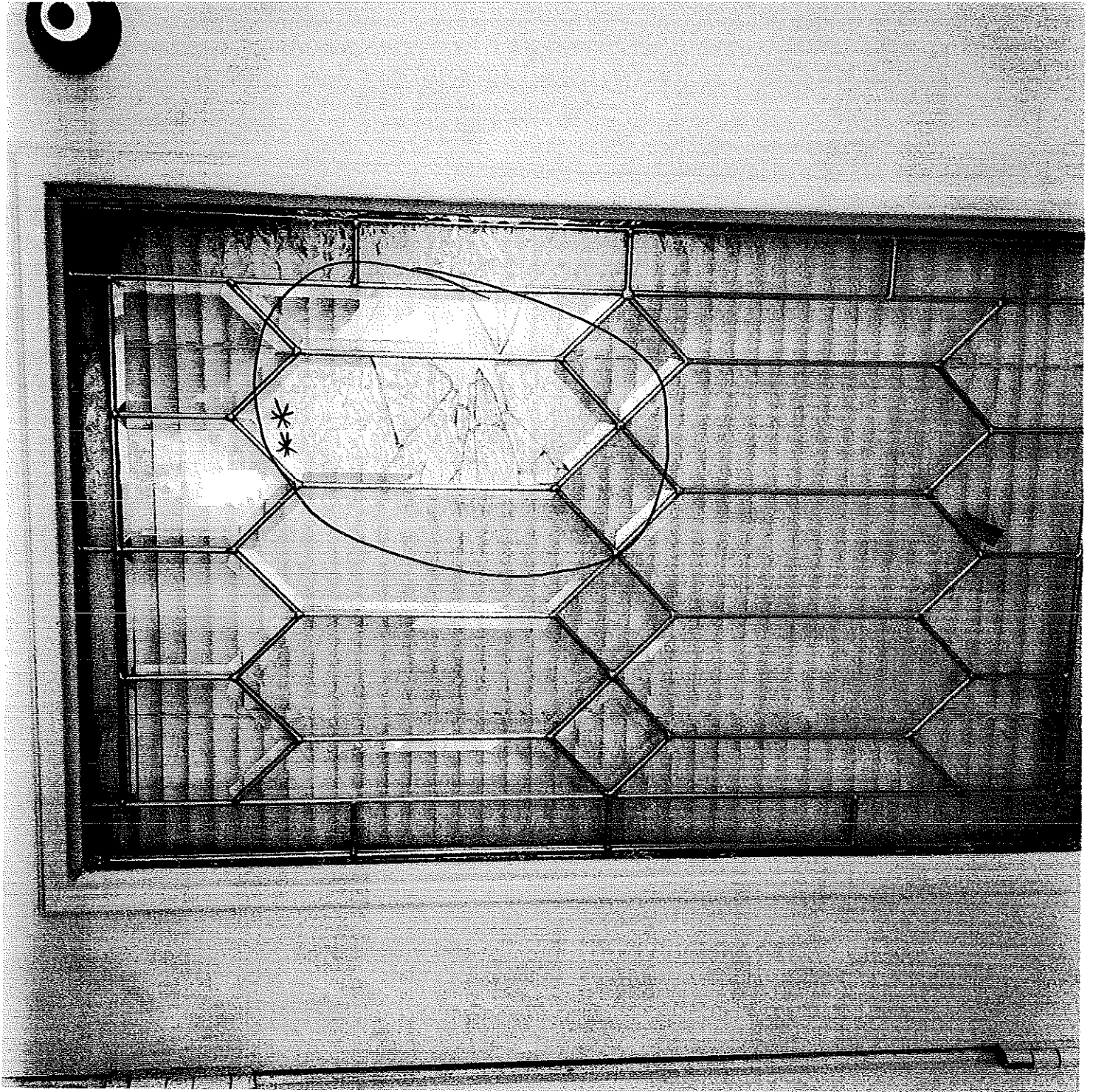
# ESTIMATE

DATE	ESTIMATE #
10/29/2013	KW305

**BILL TO:**  
 Cash Customer

**SHIP TO:**  
 John Silver  
 Town Hall Crescent Rd  
 916-1601

Ken Williams		P.O. NUMBER	TERMS	PROJECT	
Sales		Exp Nov 29 2013	Special Order	Door Insert	
QUANTITY	ITEM CODE	DESCRIPTION		UNIT PRICE	AMOUNT
1.00	C.I Currency	C.I Currency- Deliver to anywhere in Cayman		\$0.00	\$0.00
1.00	Deposit	Deposit of 60% required C.I. \$ 315.00		\$0.00	\$0.00
1.00	Notify	Ken will notify you when 40 % bal is due. C.I. \$ 210.00		\$0.00	\$0.00
1.00		Note 24"x37-1/2" Brass Caming door insert		\$450.00	\$450.00
1.00	Lead time	Lead time 4 Weeks-Supply Only + Delivery to Doral Deluxe Zip Code 33172		\$75.00	\$75.00
<p>* Delivered to DIADA                  Dec 29, 12                  9:15 AM</p> <hr/> <p>* Inv. Delivery to DIADA.                  Nov 25, 13 - 12:8 PM</p>					
Accepted: _____ Date: _____ Quality Imports will not be responsible for shortages. Customers must revise quote before purchasing.				<b>TOTAL</b>	<b>\$525.00</b>





CUSTOMER COPY

Eastern Avenue  
 PO Box 244GT  
 Grand Cayman, BWI  
 Phone:345-949-0661

SOLD TO  
 SDP MARJOIRE LOIS EBANKS  
 #45 BROCKAH CLOSE  
 PO BOX 11858  
 WEST BAY, KY11010

SHIP TO  
 SDP MARJOIRE LOIS EBANKS  
 #45 BROCKAH CLOSE  
 PO BOX 11858  
 WEST BAY, KY11010

Shipment # 1

ACCOUNT #	CUSTOMER P.O.#	TERMS	ORDER #	ORDER DATE	SIGREP	INVOICE #	INVOICE DATE
SDPMEBAN		CASH SALE	4497459	12/12/15	30	4497459	12/12/15
ORDERED	BACKORDERED	SHIPPED	U/M	DESCRIPTION		PRICE	AMOUNT
1	0	1	EA	1.6 CFT 1000 WATT NON-SENSOR MICROWAVE 22-80322		293.460	293.46
PAYMENT BY:							
DESCRIPTION		REFERENCE/CHECK #	AUTH CODE	DATE	AMOUNT		
-----		-----	-----	-----	-----		
MASTERCARD			00	12/12/15	366.83		
CHANGE:						0.00	
CUSTOMER							
December 12, 2015 16:51:21 OT:47				0 / 1		MERCHANDISE	293.46
***** * INVOICE * *****			SHIP VIA	FILLED BY	CHK'D BY	DRIVER	OTHER
							0.00
1 1			PAGE 1 OF 1				0.00
						FREIGHT	0.00
						TOTAL	293.46

Past due amounts accrue interest at the rate of 1.5% per month. CUSTOMER assumes full responsibility for all Goods, including but not limited to, place and method of delivery, handling, storage and risk of loss or damage from any cause.

SEE REVERSE SIDE FOR TERMS OF SALE

DISCLAIMER: The common or nominal description of Lumber and Other Products sold by Cox Lumber may not represent the actual size of the item.



John Swanson <johnaswanson046@gmail.com>

**(no subject)**

2 messages

**Captain Bryans** <captainbryans@candw.ky>  
To: johnaswanson046@gmail.com

Wed, Mar 9, 2016 at 2:44 PM

Dear Johnny,

As I said in my previous email to you. I am waiting to see my lawyer to discuss the amount that you say is outstanding and get legal advice.

Unfortunately, as I mentioned in my earlier email, my lawyer was off, sick for an extended period and I was also away because of a medical problem that I had to go off Island for. She has given me an appointment for March 22, and the subject of the appointment is to address the amount that you say is outstanding and your reasons.

As soon as I have discussions with my lawyer, I will be emailing you.

Kind regards,

Captain Bryan

**\*\* NO FURTHER COMMUNICATION RECEIVED.**

**JAN 3, 2017**

**JOHN A. SWANSON**

Captain Bryan's Sail & Snorkel Tours

P.O.Box 31058 SMB

Grand Cayman KY1-1205

Cayman Islands

T: (345) 916-3048 or (345) 916-2093

F: +1 (345)949-2087

E: [captainbryans@candw.ky](mailto:captainbryans@candw.ky)

Trip Advisor: Captain Bryan's Tour

**John Arthur Swanson**  
231 Town Hall Rd. P.O. Box 32  
Grand Cayman, KY1-1301  
E:johnaswanson046@gmail.com, Ph (345) 916-1601

**March 31, 2016**

**Mr. Bryan Ebanks**  
P. O. Box 31058  
Grand Cayman KY1-1205

Re: 231 Town Hall Road, Apartment #2

Date	Detailed Information	Cost
December 16, 2015	Electricity October 5 – November 4	489.33
December 16, 2015	Replacement of damaged front door	525.00
December 16, 2015	Replacement of damaged microwave	293.46
	TOTAL DUE	CI\$1307.79

OVERDUE. Please take care of this invoice immediately. Thank you.