

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC 96 OF 2016

BETWEEN:

BODWIN INVESTMENTS LIMITED

PLAINTIFF

AND:

MAY 16 2017

GEORGE R. EBANKS T/A GEORGE

DEFENDANT

EBANKS CONSULTANCY & BOOKKEEPING



PLAINT

**TO THE DEFENDANT:**

George R. Ebanks  
t/a George Ebanks Consultancy & Bookkeeping  
PO Box 42  
Grand Cayman KY1-1501  
Cayman Islands



**THIS PLAINT** has been issued against you by the above-named Plaintiff of Floor 4, Willow House, Cricket Square, George Town, Grand Cayman 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, PO Box 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgement of Service 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgement** without further notice to you.

Issued: 16 May 2017

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

**THIS PLAINT** is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: KAH/12940-26041)

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CAUSE NO: SC

OF 2016

**BETWEEN:** **BODWIN INVESTMENTS LIMITED** **PLAINTIFF**

**AND:** **GEORGE R. EBANKS T/A GEORGE** **DEFENDANT**  
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**STATEMENT OF CLAIM**

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1. The Plaintiff was at all material times the registered proprietor of Unit 3, Building A, Cayman Centre, GTE Block 20B Parcel 118 (the "Property").
2. By the agreement in writing made on 8 July 2016 between the Plaintiff and the Defendant (the "Lease"), the Plaintiff let to the Defendant the Property:
  - 2.1 For a term of 2 years commencing on and including 7 July 2016
  - 2.2 At a monthly rent of CI\$1,925.00 payable monthly in advance commencing on and including 7 July 2016 to the 6 July 2018, although the period 7 July 2016 to 6 August 2016 shall be rent free, and
  - 2.3 Maintenance Fees, being the Defendant's proportion of the annual expenses incurred by the Plaintiff in respect of the Property in complying with the maintenance obligations set out in the Lease, equal to CI\$4.20 per square foot of the Total Lettable Area of the Premises for the first year of the term and not to exceed CI\$10.00 in any one year unless the Tenant shall have been provided with documentary evidence of the actual maintenance cost.
3. The Defendant entered into possession of the Property on or about 7 July 2016.

**THIS PLAINT** is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: KAH/12940-26041)

4. Wrongfully, and in breach of clauses 3 and 4.1 of the Lease, the Defendant ceased to pay the Rent and Maintenance fees from 1 October 2016 whereby the Plaintiff has suffered loss and damage.

**PARTICULARS OF LOSS**

	<b>Date</b>	<b>Item</b>	<b>Amount CI\$</b>
(i)	30 September 2016	Outstanding balance	32.95
(ii)	1 October 2016	Rent	1925.00
(iii)	1 October 2016	Maintenance fees	385.00
(iv)	31 October 2016	Late Fee	12.70
(v)	1 November 2016	Rent	1925.00
(vi)	1 November 2016	Maintenance fees	385.00
(vii)	29 November 2016	Late Fee	19.85
(viii)	1 December 2016	Rent	1925.00
(ix)	1 December 2016	Maintenance fees	385.00
		<b>Total:</b>	<b>CI\$6,995.50</b>

5. The Plaintiff will give credit for partial payments of:

5.1 CI\$1,000.000 paid on 23 November 2016

giving a total principal of **CI\$5,995.50** due and owing.

6. Further, in accordance with Clause 4.22 of the Lease, the Plaintiff is entitled to interest on unpaid sums which are more than 7 days overdue at the rate of 3% over the CI Dollar rate for Prime Leading (currently 3.75%), amounting to CI\$159.66 as at 12 May 2017 and continuing at the daily rate of CI\$1.11 per day until payment.

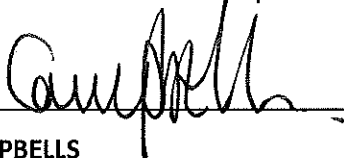
		Principal sum	Rate	No. days	Amount
Interest:					
Start date	12/19/2016	\$5,995.50	6.75%		
End date	5/12/2017			144	\$159.66
Total					\$159.66
Daily rate					\$1.11
Total due as at date of Plaintiff					CI\$6,155.16

7. Alternatively, the Plaintiff claims interest pursuant to section 34 of the Judicature Law (2013 Revision) at such rate from such date and on such amount as this honourable court thinks fit.

**AND THE PLAINTIFF CLAIMS:**

- (1) CI\$5,995.50 together with interest at the contractual rate amounting to CI\$159.66 and continuing at the daily rate of CI\$1.11 per day alternatively damages in a like amount.
- (2) Alternatively to the claim for contractual interest, interest pursuant to section 34 of the Judicature Law (2013 Revision) to be assessed;
- (3) Costs; and
- (4) Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$6,155.16, further accruing interest and fixed costs further proceedings will be stayed. The funds must be paid to the Plaintiff or its Attorney.

  
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**CAMPBELLS**

**Attorneys for the Plaintiff**

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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

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BETWEEN: BODWIN INVESTMENTS LIMITED PLAINTIFF

AND: GEORGE R. EBANKS T/A GEORGE DEFENDANT  
EBANKS CONSULTANCY & BOOKKEEPING

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address –

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2. State whether the Defendant intends to contest the action (*tick appropriate box*)

yes  no

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3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)

yes  no

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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

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Defendant's Signature

Dated this \_\_\_\_ day of 2017

**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 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgement may be entered against you.

### NOTES ON ADDRESS FOR SERVICE

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

Campbells  
4<sup>th</sup> Floor Willow House  
George Town  
Grand Cayman KY1-9010  
(Ref: KAH/12940-26041)

*Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.*

## DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

1. The accompanying form of ***Acknowledgment of Service*** should be completed by an Attorney acting 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 495G, George Town, Grand Cayman.

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 indorsed on the Writ (i.e. the words "Statement 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 Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, 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 instalments or otherwise.

***See over for notes for guidance***

## NOTES FOR GUIDANCE

1. Each Defendant (if there are 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 writ 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 Writ of Summons*)".
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 authorised 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.