

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO. 135 OF 2017

BETWEEN: CLIVE JACKSON

PLAINTIFF

AND: MARLENE EBANKS



DEFENDANT

WRIT OF SUMMONS



TO: Marlene Ebanks  
George Town,  
Grand Cayman

THIS WRIT OF SUMMONS 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 Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 9<sup>th</sup> day of August 2017

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

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**BETWEEN: CLIVE JACKSON**

**PLAINTIFF**

**AND: MARLENE EBANKS**

**DEFENDANT**

**STATEMENT OF CLAIM**

1. The Plaintiff at all material is a Gardening Contractor and he reside at 173 Fern Circle, George Town, Grand Cayman, Cayman Islands.
2. The Defendant at all material times was and is a registered proprietor of Land registered in the Land Registry us Spotts, Block 24E, Parcel 137H3 located on 42 Double Tree Lane and know as apartment No.3, Blossom Apartments.
3. On or 7 May 2010 the Defendant offered to sell apartment No. 3 to the Plaintiff of which the Plaintiff agreed to purchase.
4. Pursuant to the said offer and acceptance, the Defendant and the Plaintiff entered into an agreement on or about 10 May 2010 for the sale and purchase of the apartment to and by the Plaintiff.
5. A fundamental term of the said agreement was and is that in consideration of the sum of CI\$ 15,000:00 by monthly payment of CI\$ 500:00 paid by the Plaintiff to the Defendant, the Defendant would transfer all her legal and beneficial interest in apartment No.3 to the Plaintiff including the Defendant's obligations pursuant to a Mortgage by First Caribbean Development Bank. Pursuant to the said Agreement the Defendant put the Plaintiffs in possession of apartment No.3.

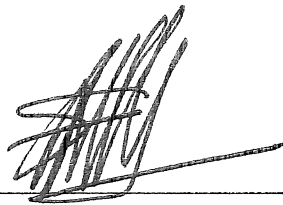
6. Pursuant to the said written agreement between the Plaintiff and the Defendant the Plaintiff has paid the Defendant the sum of CI\$4,500:00 directly and the sum of CI\$23,400:00 to First Caribbean Bank for the Defendant's Mortgage payments and the sum of CI\$ 5,040:00 for strata fees for the said apartment No. 3 and CI\$ 1,200:00 for AC Units plus House insurance CI\$ 9,240:00.
7. Before entering into the said agreement with the Plaintiffs the Defendant assured and warranted to the Plaintiff that she had notified First Caribbean Development Bank of the Sale and purchase of apartment No.3. However, the Plaintiff subsequently discovered that the Defendant had not notified the Bank and could not sell apartment No.3 without the Bank's permission. The Plaintiff also subsequently discovered that the Defendant owned the title to Apartment No.3 together with another person, who abandoned the said apartment.
8. In order to induce the Plaintiff to make the said payments to the Defendant the Defendant fraudently represented to the Plaintiff that the Defendant had the permission from First Caribbean bank to sell apartment No.3 to the Plaintiff and transfer a good title to him.
9. The Plaintiffs acting on the faith of the Defendant's said representation and induced thereby the Plaintiff parted with his payments for the Defendant, and to the Defendant.
10. By Reason of the Defendant's said fraud aforesaid the Plaintiff has lost the monies that he laid out and have suffered loss and damages.

#### And The Plaintiffs Claim

1. The Sum of CI\$43,380:00 and interest thereon from the day of Judgment until payment.
2. Damages

3. Alternatively, an Order directing that the Defendant transfer all her legal and or equitable interests in Spotts, Block 24E Parcel 137 H3 to the Plaintiff.
4. An Order directing that a caution be placed against the title of Spotts , Block 24E , Parcel 137 H3 so as to prevent the Defendant from disposing of her interest therein without settlement of the Plaintiff's Claim.
5. Such further and or other relief as the Court deems proper.

Dated this 4<sup>th</sup> day of August 2017



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A. Steve McField & Associates  
Attorneys- at - Law for the Plaintiffs

To: The Clerk of the Court

And To: The Defendant  
George Town,  
Grand Cayman,  
KY1-1107,  
Grand Cayman.

**THIS Statement of Claim was FILED by A. STEVE MCFIELD & ASSOCIATES of P.O. Box 680 GT, Grand Cayman, KY1-1107, Cayman Islands, Suite D2, Cayman Business Park, 10 Huldah Avenue, Attorneys-at-Law, whose address for service is that of his said Attorney-at-Law.**

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DEFENDANT

**ACKNOWLEDGMENT OF SERVICE OF  
WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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

yes

no

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

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Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

*Please complete overleaf*

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.*

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