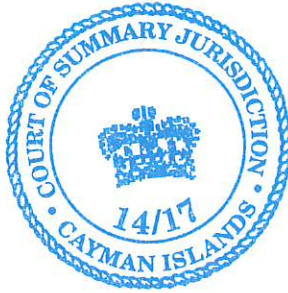


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 250 OF 2017

BETWEEN:

KENDRA C. EBANKS



Plaintiff

AND:

JOSEPH TATUM

Defendant

PLAINT

To the Defendant

46 Riley Circle or #180 Bimini Drive
Newlands George Town
Grand Cayman Grand Cayman
CAYMAN ISLANDS 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 of return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgement 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 Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **Default Judgment** without any further notice to you.

Issue this 21st day of December 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs are the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. On the 18th of October 2017 the Plaintiff and the Defendant entered into a lease agreement for property rental located: #46 Riley Circle, Savannah Newlands, Grand Cayman, CAYMAN ISLANDS. For CI \$1900.00 per month.
2. On the 24th October 2017 the Plaintiff met the Defendant at the said rental property. The Plaintiff paid to the Defendant the sum of CI \$1000.00 dollars to be applied to rent.
CI \$600.00 by online Bank Transfer
CI \$400.00 by way of Cash
The Defendant did not provide the Plaintiff with a receipt but signed the back of the original lease agreement acknowledging payment of \$1000.00 to be paid towards rent.
3. The Defendant acknowledged in the presence of the Plaintiffs Partner and Daughter the amount being paid and the purpose of the monies being paid. The Defendant also agreed in their presence that the rental property could be occupied during the weekend of 27th October 2017. The Defendant also agreed with the Plaintiff that the security deposit of \$1900.00 could be paid in two installments.
4. The Plaintiff received keys to property on 24th October 2017 after paying CI\$1000.00 dollars.
5. On 27th October 2017, the Plaintiff and her partner attended the Defendant's place of work to collect documentation for transfer of Water utilities. The Defendant was given a copy of the approved transfer documentation for Electricity services to which the Defendant agreed to make a copy and return.
6. On 27th October 2017, the Defendant was made aware that a standing order was being put in place to pay rent on 30th as this would be the usual due date of the rental payment each month. The defendant acknowledged and was ok with this as he had received CI\$1000.00 previously.
7. On 30th October the defendant contacted the Plaintiff to advise that he still did not have access to the funds in his account as the standing order had not yet been processed and he was in need for the funds as he needed to pay his mortgage and funds given to him previously had been used. The Plaintiff agreed to go to the bank to retrieve cash to pay CI\$ 900.00 for rent and CI\$950.00 for security deposit.
8. On 30th October the Defendants mother contacted Caribbean Utilities Company and requested for the electricity at the rental property to be disconnected.
9. On 30th October on or around 5pm a representative from CUC contacted the Plaintiff and advised that services at that rental property were going to be terminated. The Defendant was contacted via telephone by the Plaintiff. The Defendant requested the full amount of Rent \$1900.00 to be paid before he would contact CUC to have electricity restored. When asked about previous payment of \$1000.00; the Plaintiff was told that it had been forfeited. The Plaintiff asked for the Defendant to meet at the rental property to discuss matter and for difference in monies to be paid. The Defendant refused and suggested for the Plaintiff to meet with his mother at her home to discuss.
10. The Defendant stated that monies paid to him previously were forfeited as the rental agreement was breached by the Plaintiff moving into the property prior to 1st November 2017.
11. On 30th October the Defendant breached the verbal agreement between himself and the Plaintiff. The Defendant also acted maliciously in having the electricity disconnected although it was in the Plaintiff's name. When asked to meet, the Defendant refused. The Defendant did not issue an

eviction notice subsequent to his actions and because of these actions he should reimburse the Plaintiff for monies paid to him.

12. On 31st October at 3:18 am the Defendant sent via email an eviction notice to which the Plaintiff responded.
13. On 6th November 2017 the Plaintiff attended the George Town Police Station and filed a report. The Defendant was contacted by the police and asked to return monies and he refused.

And the Plaintiff Claims:

- (1) The sum of \$1000.00
- (2) Damages
- (3) Costs to be assessed



Plaintiff's Signature

Plaintiff's address for service

2065 Breakers Badden Town Road
P.O. Box 735
Grand Cayman KY1-1603
CAYMAN ISLANDS

Phone Number: 925-0069

Email: Kendra.ebanks@yahoo.com

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 250 OF 2017

BETWEEN:

KENDRA C. EBANKS

Plaintiff

AND:

JOSEPH TATUM

Defendant

ACKNOWLEDGMENT OF SERVICE

State Defendant's name and address –

State whether the Defendant intends to contest the action.

Yes

No

If you do not intend to contest the actions, do you want time in which to pay the claim?

Yes

No

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

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs are the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

PARTICULARS OF COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER: This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.