

BETWEEN: Sherray Lori-ann Banks-Bailey

Plaintiff

AND: 1. Saddlewood Estates Investments Ltd.

Defendant

2. Mr. Dean Scott

3. Mrs. Jennifer Scott

PLAINT



To the First Defendant -Po Box 559, Grand Cayman, KY1-1502

To the Second and Third Defendant – Island Builders Co. Ltd, 204 Alissta Towers, Georgetown, Grand Cayman, KY1-1502

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 Complaint 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, Cayman Islands, 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 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.

Issued this 5 day of ^{February} ~~January~~ 2021 *SH*

See overleaf for particulars of the Plaintiff's claim

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)

1. On the 31st day of December 2018 the Plaintiff and the Defendant entered into 2 agreements to
 - a. Purchase the Saddlewood Strata lot Block 27D; Parcel 440 H4; and
 - b. Construct a 3-bedroom 3-bathroom 1509 sq ft house on said loton or before December 31, 2019.
2. A deposit of KYD\$ 5,000.00 was paid by the Plaintiff towards the development and was received and signed for by Ms. Jennifer Scott (Defendant) on December 31, 2018.
3. On the 31st Day of December 2018 The Plaintiff paid KYD\$ 3,000.00 to the Cayman Islands Government for stamp duty fee for the purchase of Saddlewood Strata lot Block 27D; Parcel 440 H4.
4. On January 3, 2019 the Defendant contacted the Plaintiff via email to finalize the selection of upgrades to the unit and advised the plaintiff that the architect would be preparing the drawings for review.
5. In June 2019 the final draft of the drawing was sent to the Plaintiff for approval. The Plaintiff approved these plans/ drawings and it was communicated that the drawing was to be submitted to the relevant planning agencies for approval by the Defendant.
6. Several attempts were made via phone calls, visits and emails by the Plaintiff requesting an update on the application proved unsuccessful for the following 10 months.
7. The Plaintiff did her own investigation and was advised by the planning department that approval for the development was received on September 26, 2019 and approval from the BCU was received on January 14, 2020. The planning department advised that the documents were not released due to an outstanding balance of KYD\$ 679.05 owed by the developer (defendant).
8. The Plaintiff made several requests for the completion date of the house now that the building permit had been obtained. The Defendant was unable to provide such information.
9. Communication with the Defendant became very poor after September 2019. Requests were made repeatedly by the Plaintiff to have a meeting with the Defendant which has not happened to date.
10. A site visit in February 2020 and May 2020 by the Plaintiff revealed that ground had not yet been broken for construction of the property.

11. After several unsuccessful attempts by the Plaintiff to hold a meeting with and contact the Defendants, the plaintiff sent an email on May 21, 2020 requesting the termination of the contracts/ agreements and to exercise her right to rescind the Agreement for Sale and the Agreement to Develop pursuant to clause 5 titled "Completion Date" of the respective agreements via email to the Defendant and requested the repayment of the down payment and all associated fees.
12. The Defendant has not responded to that email to date, a follow up email was sent by the Plaintiff to the Defendant on July 8, 2020 once again requesting a refund of the deposit within 30 days as stipulated in the contract.
13. Mrs. Jennifer Scott (Defendant) responded via whatsapp message on agreeing to paying the refund as requested
14. The funds have yet to be paid by the Defendant after repeated calls, emails and visits to the Defendant's office.

AND the Plaintiff claims:

- 1 The sum of KYD \$5,000.00
- 2 Interest in the sum of KYD \$ 120.73 calculated at the prescribed rate from January 1, 2020 to date.
- 3 Interest to continue at a per diem rate of \$0.33 until the matter is settled.
- 4 Fixed costs of \$, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

PO BOX 12368, KY 1-1011, Grand Cayman

sherbanks@gmail.com

345-324-2850

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: Sherray Lori-ann Banks-Bailey

Plaintiff

AND: 1. Saddlewood Estates Investments Ltd.

Defendant

2. Mr. Dean Scott

3. Mrs. Jennifer Scott

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address –

Saddlewood Estates Investments Ltd - Po Box 559, Grand Cayman, KY1-1502

Mr. Dean Scott, Mrs. Jennifer Scott - Island Builders Co. Ltd, 204 Alissta Towers, Georgetown, Grand Cayman, KY1-1502

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 Plaint 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.