



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC of 2023

BETWEEN:

DARNOL FAEBERK KELLY

Plaintiff

AND:

COSTAR EBANKS

Defendant

To the Defendant: Costar Ebanks, 197 Hutland Road, North Side, PO Box 758, Grand Cayman, KY1-1603

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 21st day of March, 2023

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. On 14th April 2022 the Plaintiff and the Defendant entered into a written contract in which it was agreed that the Defendant would draw the Plaintiff's house plans to erect a house on Block 8A Parcel 148, and obtain full approval of those plans from the Department of Planning Cayman Islands ("Planning Department"). The site plan, along with 6 other plans and other requisite drawings were specified in the contract.
2. In return, the Plaintiff agreed to pay the Defendant the fees totaling KYD \$7605.00, as listed on the contract under the heading "Rate of Architect Fees":
 - a. House Payment Plan (the Defendant's professional fees) – KYD \$6,105.00;
 - b. Agent, OPS Submission, Land Survey Fee – KYD \$250.00;
 - c. Boundary Verification and Planning Letter – KYD \$650.00
 - d. Engineering Fees – KYD \$600.00

A 45% deposit [on professional fees] was due on acceptance of the contract.

3. On 14th April 2022, on acceptance of the contract, the Plaintiff in good faith paid to the Defendant a sum of \$5,000.00KYD, exceeding the 45% deposit stipulated in the contract; the remaining \$1,105.00 was due to the Defendant at the time of the building permit being issued.
4. The Plaintiff made subsequent payments to the Defendant totaling \$1589.25KYD, as set out below:
 - a. 30th November 2022, \$650.00
 - i. Boundary verification: \$650.00
 - b. 9th December 2022, \$939.25
 - i. Agent, OPS Submission, Land and Survey Fee: \$150.00
 - ii. Engineering Fees: \$600.00
 - iii. Balance of 45% due: \$189.25
5. In total, the Plaintiff has paid to the Defendant a total sum of \$6589.25.
6. On 10th November 2022, unable to solicit any response from the Defendant who had advised the Plaintiff's at an earlier date that the site plan had been submitted, the Plaintiff emailed Planning Department inquiring on the status of their site plan and followed up with Planning Department on 16th November 2023.

7. On 17th November 2022, Planning Department advised that there were no plans submitted for the Plaintiff's property.
8. Subsequent to 20th November 2022, the Defendant submitted the site plans for the Plaintiff's house.
9. On 7th December 2022, the site plans were approved by Planning Department. These are the only plans submitted for this parcel and approved to date.
10. On 10th January 2023, the parties spoke again and the Defendant ceased communicating with the Plaintiff from that date.
11. The Defendant's failure to complete the plans and submit them to Planning Department to a standard that meets with Planning Department approval amounts to a breach of contract. The plaintiff has suffered loss and damages as a result.
12. On 20th January 2023, the Plaintiff wrote to the Defendant and warned the Defendant of the Plaintiff's intention to issue legal proceedings; the Defendant has not responded to date the Defendant and has failed or neglected to complete his obligations under the contract.
13. The plaintiff claims pre- and post-judgment statutory interest on all sums pursuant to s.34 of the *Judicature Law (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021 Revision*.
14. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

And the Plaintiff claims:

- (1) The sum of KYD\$6589.25, the principal due;
- (2) Interest of \$118.75 at 2 3/8% on \$5,000.00 from 14th April 2022 and accruing at a rate of \$0.32 per day; or alternatively pre- and post-judgment statutory interest on all sums pursuant to s.34 of the *Judicature Law (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021 Revision*.

- (3) Fixed costs of \$175.00 pursuant to s.11 of the Summary Court Rules, 2004
- (4) Such further and other relief this Court may deem fit.



Kattina Anglin,
Attorney for the Plaintiff

Plaintiff's address for service

Kattina Anglin Attorney-at-Law 224 Birch Tree Hill Road West Bay PO Box 196 Grand Cayman, KY1-1301 kattinaanglin@gmail.com

This **PLAINT** was filed by Kattina Anglin, Attorney for the Plaintiff, whose address for service is:
224 Birch Tree Hill Road, West Bay, Grand Cayman, PO Box 196, West Bay, Grand Cayman KYI-1301
(kattinaanglin@gmail.com)

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ACKNOWLEDGMENT OF SERVICE

- 1. State Defendant's name and address: _____
- 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 _____ 2023

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.