



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

CAUSE NO.                      OF 2022

BETWEEN:

**DARIC DONAN EBANKS**

Plaintiff

**-AND-**

**DONOVAN DARL EBANKS**

Defendant

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**WRIT OF SUMMONS**

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TO:                      Donovan Darl Ebanks, 26 Sunburst Lane, West Bay

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 495GT, 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 11<sup>th</sup> day of October 2022

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 Acknowledgement of Service are given with the accompanying form.

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Statement of Claim

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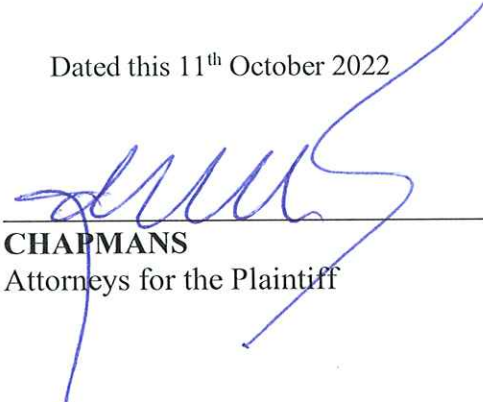
1. The Plaintiff is the son of the Defendant and sole beneficial owner of the land known as and situate at 26 Sunburst Lane, West Bay (Block 9A parcel 111&144) (“the premises”).
2. The Plaintiff and the Defendant are registered on the land registers for the premises as joint legal owners with the Defendant holding his registered legal interests as bare trustee for the Plaintiff.
3. The Plaintiff and the Defendant lived together at the premises until August 2021 when the Plaintiff moved out.
4. The Defendant has lived at the premises with the agreement of the Plaintiff as a gratuitous licensee. The Plaintiff has paid all outgoings/utilities at all times.
5. The Defendant was afforded rent free accommodation by the Plaintiff in exchange for the Defendant’s assistance with driving the Plaintiff when he did not have a licence, and other daily needs, of the Plaintiff.
6. In or about August 2021 the Plaintiff decided to move out and live with his partner/fiance and their infant son in rented accommodation. The Defendant remained in the premises.
7. In or about August 2021 Tropical Storm Grace hit the Cayman Islands and severely damaged the premises rendering them not fit for human habitation. The Defendant remained in the premises nevertheless, and was allowed by the Plaintiff so to remain, pending the obtaining of his renovation plans/advice (received 24 February 2022), quotes (received 9<sup>th</sup> May 2022), and the renovations starting, once DDL were “in funds”.

8. By 8<sup>th</sup> June 2022 the full sum to complete the renovations by DDL (CI \$59,575.00) was deposited by the Plaintiff with DDL but the renovations could not start without vacant possession and the Defendant, despite requests, failed to vacate.
9. The Plaintiff agreed a number of extensions requested by the Defendant to allow the Defendant time to move out and to locate his new home.
10. In or about late July 2022 the Defendant confirmed to the Plaintiff that he had no intention to move out and that he “would have to be dragged out”.
11. The Plaintiff accordingly served the Defendant on 18<sup>th</sup> August 2022 with a Notice to Quit dated 16<sup>th</sup> August 2022. The Defendant signed and accepted service at 5:20 pm on 18<sup>th</sup> August 2022. The said Notice terminated the Defendant’s licence to occupy the premises and required that the Defendant vacate the premises by 30<sup>th</sup> September 2022.
12. The Defendant has failed to vacate the premises and his continued presence continues to block the commencement of the renovations.

And the Plaintiff claims:

- (1) possession of the premises
- (2) costs

Dated this 11<sup>th</sup> October 2022



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**CHAPMANS**  
Attorneys for the Plaintiff

**THIS WRIT OF SUMMONS** was issued by CHAPMANS, Attorneys for the Plaintiff, whose address for service is:  
Commonwealth House, PO Box 742, 81 West Church St, West Bay, Grand Cayman KYI-1303 (jchapman@chapmanslegal.com)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney 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 495, 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 installments or otherwise.

**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 authorized 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.

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

CAUSE NO. OF 2022

BETWEEN:

**DARIC DONAN EBANKS**

Plaintiff

**-AND-**

**Donovan Darl Ebanks**

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 to pay the 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)

yes no

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Service of the Writ is acknowledged accordingly

(Signed).....

Defendant / Attorney for the Defendant

**Please complete overleaf**

**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.

**Chapmans**  
**Commonwealth House**  
**81 West Church St, West Bay,**  
**Grand Cayman KY1-1303**  
**Cayman Islands**  
jchapman@chapmanslegal.com

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