

**D COURT OF THE CAYMAN ISLANDS****CAUSE NO: OF 2026****IAN CASTEN TAN****FIRST PLAINTIFF****AND:****HANNEY CHUA ABEAR****SECOND PLAINTIFF****AND:****CLIFF EDDINGTON EBANKS****DEFENDANT**

WRIT OF SUMMONS

TO: Cliff Eddington Ebanks
50A Duxies Lane, Watercourse Road
West Bay
Grand Cayman
Cayman Islands

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 Acknowledgement of Service stating 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 judgement may be entered against you forthwith without further notice.

Issued this 28th day of July 2026.

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.

STATEMENT OF CLAIM

1. The Plaintiffs are the joint registered proprietors of the property located at Registration Section West Bay North West, Block 1C, Parcel 24, also known as 50-A Duxies Lane, Watercourse Road, West Bay, Grand Cayman (the “**Property**”).
2. Prior to its transfer to the Plaintiffs, the Property was owned jointly by Elizabeth Tiempo Tutor and Sofia Tiempo Ebanks (the “**Vendors**”), who inherited it from the Defendant's late father.
3. In October 2024, the Plaintiffs agreed to purchase the Property. The purchase price and all applicable government charges were paid, and the Property was registered in the Plaintiffs’ names on 25 July 2025.
4. After the Property was registered in the Plaintiffs' names, the Plaintiffs agreed to allow one of the Vendors, Sofia Tiempo Ebanks, to remain on the Property as a favour, giving her time to organise her affairs while she prepared to relocate and live elsewhere.
5. Sofia Tiempo Ebanks is the elderly stepmother of the Defendant, having been married to the Defendant’s late father. She did not remain at the Property for long following the sale because the Defendant allegedly harassed and threatened to kill her because she had sold the Property.
6. The Defendant claims, or may claim, an entitlement to the Property based on his relationship to the late former owner. No such entitlement is admitted.
7. The Property comprises a two-bedroom main dwelling house, two attached ancillary residential units consisting of a two-bedroom apartment and a one-bedroom studio apartment, and three detached wooden one-bedroom studio apartments, for a total of six residential units.
8. The Defendant is not known to the Plaintiffs and has no estate, interest, tenancy, licence, permission or other lawful authority to enter upon, occupy, possess, manage or let the Property.
9. On or about 20 January 2026, the Defendant entered the Property without the Plaintiffs’ consent or other lawful authority, changed the locks and assumed possession and control of the Property.
10. The Defendant has since remained in possession and control of the Property and has excluded the Plaintiffs from the Property.
11. Further, the Defendant has placed or permitted third parties to occupy one or more residential units at the Property, has purported to let those units, and has demanded and/or collected rent from those occupiers.

12. The Defendant has retained the rental income collected from the Property and has failed to account to the Plaintiffs for it.
13. By letter dated 11 June 2026, the Plaintiffs, through their attorney, required the Defendant and all persons occupying the Property through or under him to vacate the Property and deliver up vacant possession by 11 July 2026. The Defendant signed and accepted service at approximately 3:30 pm on 11 June 2026.
14. On 13 July 2026, it was observed that the Property remained occupied. The Defendant also erected a sign stating that the Property was subject to an ownership dispute. The Defendant has stated that he will not vacate the Property and will “fight” any attempts to remove him.
15. The Defendant has failed and/or refused to deliver up vacant possession of the Property and remains in wrongful possession and control of it, along with third parties who also remain in occupation of the Property.
16. For the reasons aforesaid, the Defendant is trespassing upon the Property, and the Plaintiffs have been deprived of possession, use, and rental income of the Property.
17. By reason of the Defendant’s wrongful occupation, the Plaintiffs have suffered loss and damage and are entitled to damages for trespass, including mesne profits, from 20 January 2026 until vacant possession is delivered, to be assessed.
18. Alternatively, the Plaintiffs are entitled to an account of all rent and other income received by the Defendant or on his behalf from the Property from 20 January 2026, and payment of the amount found due upon the taking of that account.

AND THE PLAINTIFFS CLAIM:

- (1) An order that the Defendant and all persons occupying the Property through or under him deliver up vacant possession of Registration Section West Bay North West, Block 1C, Parcel 24, also known as 50-A Duxies Lane, Watercourse Road, West Bay, Grand Cayman, to the Plaintiffs forthwith;
- (2) A permanent injunction restraining the Defendant, whether by himself, his servants or agents, or otherwise, from entering upon, occupying, possessing, managing, letting, collecting rent from, or otherwise interfering with the Property;
- (3) Damages for trespass, including mesne profits, from 20 January 2026 until vacant possession is delivered, to be assessed, or alternatively an account of all rents and profits received by or on behalf of the Defendant from the Property during that period, together with an order for payment of the amount found due;
- (4) Interest pursuant to section 34 of the Judicature Act (2021 Revision);

(5) Costs; and

(6) Such further or other relief as the Court considers just.

Dated the 28th day of July 2026.

A handwritten signature in black ink, appearing to read "M Rankine", written in a cursive style.

MARTHA RANKINE

Attorney-at-Law for the Plaintiffs

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 495G, 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 Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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 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 authorised 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 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

CAUSE NO: OF 2026

BETWEEN: IAN CASTEN TAN FIRST PLAINTIFF

AND: HANNEY CHUA ABEAR SECOND PLAINTIFF

AND: CLIFF EDDINGTON EBANKS DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

TO: Cliff Eddington Ebanks
50A Duxies Lane, Watercourse Road
West Bay
Grand Cayman
Cayman Islands

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.

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

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

☐ YES ☐ NO

3. If the claim against the Defendant is for a debt or liquidated demand, **AND** she 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

Service of the Writ is acknowledged accordingly
(Signed).....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 Plaintiffs' Attorney (or by plaintiffs if suing in person) of his name, address, and reference, if any, in the box below.

Martha Rankine
Attorney-at-Law
Second Floor, Genesis Building
13 Genesis Close, George Town
P.O. Box 1191
Grand Cayman KY1-1503
Cayman Islands.

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