

4. The parties are however opposed as to what it was intended to cover. Mr Lazzari testified that it was intended to cover the costs of restoring the house to its condition before the hurricane. The Defendants, for their part, insist through the testimony of Mrs. Faith Bodden in particular, that the estimate was intended to cover as well, the additional costs of improvements and expansion by way of additions to the house.
5. This then is the first and main issue of contention and it is one which I readily resolve in favour of the Plaintiff, for the reasons which follow.
6. The contract between the parties is one by which the Plaintiff offered and the Defendants accepted that the Plaintiff would undertake the works for a fixed price. There was, however, no formal written contract. Instead, the agreement is evidenced by spreadsheet schedules which list items of labour and materials with their respective correspondent cost estimates and which are totaled to arrive at the contract price. As to which of these schedules embodied the actual agreement became the subject of the opposing evidence of the parties.
7. The schedules are best explained by direct reference and so they are annexed to this judgment. That containing the estimate of \$55,580.32 is at Annex One.
8. By way of explaining the provenance of Annex One, Mr. Lazzari stated that he visited the house on 16th November 2009 and noted damage as follows:
 - (a) One-third of the roof was destroyed, the remaining 2/3 undamaged.
 - (b) Half of interior top ceiling damaged; the remaining half undamaged.
 - (c) All interior partitions were of concrete block and were undamaged.
 - (d) The electrical wiring was undamaged.
 - (e) The two bathrooms were undamaged.

(f) Half of the kitchen cabinets were damaged; the remaining half undamaged.

(g) Half of the exterior doors were damaged; the remaining half undamaged.

(h) One-quarter of the ceramic tiles were damaged; the remaining undamaged.

9. On 18th November 2008, he prepared the repair cost estimate based on the damage observed. Along with the estimate for those repairs in the amount of CI\$55,580.32, he also prepared the estimate for replacement of furnishing and other contents at \$24,014 and together these became the combined estimates in Annex One which bears the date 18th November 2008.
10. Mr. Lazzari had no further communication with the Defendants until the 16th December 2008, when they telephoned and advised that the insurance payment was with the bank and that they were ready to go ahead with the repairs. As the bank held a charge over the house and lien on the money, the Defendants needed a document from the Plaintiff company showing the total costs estimate and what the initial draw down would be. The next morning he presented them with such a document showing the job costs estimate of CI\$55,580.00 with the cost of the material elements of CI\$29,114.00, which was also meant to be the amount of the initial draw down.
11. Later that day (17th December 2008) Mr. Lazzari received a telephone call from Mrs. Bodden who said that they had decided to upgrade and remodel the house along with the repairs. He met with them that afternoon at his office and discussed the repairs and additional work they wanted. He testified that they explained that they wanted everything inside the house to be gutted and replaced with new and better quality materials, including the following works:

- (a) Resizing the window and door openings in the exterior concrete walls and installing all new windows and exterior doors.
- (b) Removing and replacing all electrical wiring and fixtures including extra electrical boxes, receptacles and switches.
- (c) Removing $\frac{3}{4}$ of the ceramic tiles from the floor and installing new ones.
- (d) Removing all wall tiles in baths and kitchen and installing new ones.
- (e) Removing the entire roof and top ceiling.
- (f) Cutting concrete walls and installing metal hurricane anchors for the roof.
- (g) Installing a new roof of a different design and materials and a new top ceiling.
- (h) Installing new bath tubs, basins and plumbing fixtures.
- (i) Installing new kitchen cabinets, sink and plumbing fixtures
- (j) Enclosing part of the carport to make a laundry room.
- (k) Removing a concrete wall and rebuilding a four foot extension to the master bedroom.
- (l) Complete interior and exterior paint job.
- (m) Digging 120 foot trench for electrical and telephone service cables.
- (n) Installing underground electrical and telephone service cables.

12. Mr. Lazzari testified that following this meeting, he prepared a document headed "Chase and Faith Bodden Job Cost Summary: Damages Repairs, Date 17 December 2008" with a total cost of CI\$107,273.00. This is in Annex Two.
13. Mr. Lazzari testified that this became the agreed sum between the parties for the work to be done at the house.

14. The Defendants had on 17th December 2008 also required an estimate for the costs of materials for the extended works to allow the initial draw down from the bank. This document was prepared and dated by Mr. Lazzari on the same day in the amount of CI\$56,191.00 and picked up from his office by the Defendants that evening. This document is in Annex Three.
15. On the 19th December 2008, Mr. Lazzari received a telephone call from Defendant Faith Bodden, informing him that CI\$56,191 had been released by the bank and deposited to his company's account at the same bank; and that she wanted CI\$36,000 from that money to enable them (the Defendants) to purchase the materials themselves. For this purpose, they would be travelling immediately to Miami, Florida. They however proposed that he should purchase certain of the materials – the metal roofing, cement and aggregate for the works and this was agreed. After contacting the bank to confirm the deposit to the Plaintiff's account, Mr. Lazzari wrote a cheque for CI\$36,000 which he delivered to Chase Bodden. He thus came to regard the arrangement as a split contract – one by which he would be responsible for providing the labour (and the specified items of material) and the Defendants responsible for providing the bulk of the materials.
16. On 24 December 2008, Mr. Lazzari received a telephone call from Faith Bodden in Miami requesting that he deliver a cheque to her mother-in-law in the Brac for a further amount of CI\$10,000. He wrote and delivered the cheque as requested and it is not in dispute that two sums, totaling \$46,000, were received by the Defendants from the Plaintiff's account for the purpose of purchasing materials for the works.
17. After materials arrived, work commenced at the house on 21st January 2009. No definite date had been given for commencement and a time for completion was not made of the

essence of the agreement. However, Mr. Lazzari accepted in his evidence, that he had given an estimate of three months for the works but conditioned to run after the period of a month allowed for delivery of materials and as anticipated by the Defendants they would require.

18. The work progressed and Mr. Lazzari, although out of pocket on the job, proceeded as agreed by reference to the estimate agreed on 17th December 2008 and as set out in Annex Two.
19. As the job progressed, Mr. Lazzari requested further payments. On March 2009, the Defendants made a deposit of CI\$14,625 to the Plaintiff's bank account but by then, said Mr. Lazzari; the amount owing was in excess of \$25,000.00.
20. Mr. Lazzari also testified that the speed of the works was often hampered by four factors which were under the control of the Defendants:
 - (i) untimely and sporadic supply of materials;
 - (j) change of instructions for the works unilaterally given to his workmen;
 - (k) instructions for additional work to remedy hidden defects (such as a sunken kitchen floor) coming to light after works began.
 - (l) storage of materials and household appliances in and around the work site thereby impeding the ability of his workmen.
21. Nonetheless, according to Mr. Lazzari, the work continued and was progressed continuously through to July 2009. By this time he had frequently been seeking further payments on account for work completed and provided statements of the running account without the Defendants ever indicating that the total contract sum was in dispute.

22. Eventually, on 1 July 2009, the Defendants provided a further payment of \$10,000 on account.
23. This brought the total of payments on account to CI\$34,655 including the sum of \$10,191 retained by the Plaintiff from the initial deposit of \$56,191 received on 19 December 2008. The Plaintiff's final statement on account was as set out in Annex 4, which I now explain.
24. By the end of July 2009, Mr. Lazzari stated that the Plaintiff had substantially completed the works at the house, with the only work remaining then being the painting of the exterior walls, the replacement of the guttering and the final cleaning and tidy-up. He, however, ceased work then, due to lack of payment having received only \$34,655 out of the contract sum of CI\$107,273.00.
25. On 17th August 2009, Chase Bodden called him and told him that the Defendants were abroad until the end of the month and asked him to "marmoran" the exterior of the walls of the house before they returned (instead of the paint finish that had been agreed).
26. Mr. Lazzari responded that this could be done for an extra CI\$5,000 and that the balance on account which was very significant, must first be paid.
27. There was no response from the Defendants. Eventually on 13th September 2009, he got hold of the Defendants and arranged a meeting at the house. On arrival he was told by Faith Bodden that his services were no longer needed and that they had already hired another contractor to complete the works. No explanation for this action on the part of the Defendants was given. Mr. Lazzari then presented the Defendants with an up to date invoice which Faith Bodden crumbled and threw to the ground, saying that they would not pay it.

28. There were no further dealings between the parties and this action was later filed.
29. Photographs were put in evidence showing the near completed state of the structure of the house, circa 13th September 2009, save for the painting of the exterior walls, guttering, minor interior items and tidy up.
30. Mr. Lazzari assessed the value of the work done to be CI\$82,703.15 as at 13 September 2009, the date of repudiation of the contract by the Defendants. For this he had been paid \$34,655 and the difference of \$48,048 is the net amount set out and claimed in Annex Four.
31. The Defendants' case, which I have rejected, defies belief.
32. It is that the Plaintiff had undertaken to do, not the restorative repairs first quoted but the entire works, including improvements and remodeling, for the sum of CI\$55,580.32 quoted on 11 November 2011 in Annex One and that that was the sum accepted by them for the works.
33. In her evidence, Faith Bodden asserted that Annex Two was never presented to the Defendants nor the sum of CI\$107,373 set out in it, agreed as a contract sum.
34. When confronted with the difficulty of explaining how the Defendants were able to raise the much larger sum of CI\$123,000 which they admitted they had claimed and were paid by the insurance company, she explained that they had procured an estimate in that amount from another contractor which they had used to ground their insurance claim. The difference between that sum and the much smaller amount estimated by the Plaintiff would therefore implicitly have accrued to their benefit without the insurance company being made any the wiser!

35. The glaring disparity between the Annex One sum which they say formed the contract with the Plaintiff and the objectively realistic costs of the extended works (let alone the sum claimed by the Defendants and paid by the insurer) was sought to be explained by Faith Bodden saying that she repeatedly invited Mr. Lazzari to reconsider his bid by asking “are you sure that that is the amount?”.
36. Despite his long experience in the field, Mr. Lazzari, according to her, assured her that the Annex One bid was correct and so the parties came to sign and initial it, signifying their agreement.
37. She points to the fact that the Annex Two document was never signed, as evidence in support of the Defendants’ case that it never came to represent the agreement between the parties.
38. She was unable to explain in cross-examination however, how the Annex Three document – which she admitted was signed by the Plaintiff and initialed by the Defendants – came to represent the Plaintiff’s estimate of CI\$56,191 to cover only the costs of materials. She was unable to rationalize this as against Annex One if, as she claimed, Annex One reflected the agreed sum for the entirety of what is set out in Annex Two – labour and materials combined. She had no response when it was pointed out to her that, on the basis for which she contends, Mr. Lazzari was certifying to the bank in Annex Three an amount for materials alone, which was already some CI\$600 in excess of the entire sum for which he had contracted to complete the works.
39. Quite apart from that failure of an explanation on the part of Faith Bodden, the correlation between the Annex Two document (with its estimate of CI\$107,000) and Annex Three is readily apparent. Not only are they both dated 17 December 2008 (the

day when Mr. Lazzari states he was asked to estimate the costs of the additional works), it is clear that Annex Three is a subset of Annex Two. The specific sums entered in Annex Three for materials alone, match exactly the corresponding sums in Annex Two for materials and came to the same amount; that is CI\$56,191. This is apart from the items for “Hurricane Shutters” or “Deep Well Drain” as these were still further items yet to be estimated.

40. That is a coincident to be explained only if, as Mr. Lazzari states, the Annex Two document was prepared at the same time as Annex Three by the same contractor with an eye to covering not only the costs of material, but the costs of labour as well. This conclusion is supported by the expert evidence of quantity surveyor Mr. David Groves. He estimated the total cost of the works at the house to be CI\$134,208 and opined that the initial quotation of \$55,580.32 would have been plainly insufficient for the carrying out of the works.
41. I accept Mr. Lazzari’s account and reject that of Faith Bodden as to the provenance and meaning of Annex Two and Annex Three.
42. I find that they were both presented as Mr. Lazzari testified.
43. I find that the agreement between the parties was, as evidenced by those documents, for the extended works to be done at the house for an agreed price of CI\$107,273; inclusive of labour and materials.
44. I also accept Mr. Lazzari’s evidence as to the value of the works actually performed as set out in Annex Four in the amount of \$82,703.15. When credit is given for the payments received by him (and acknowledged by the Defendants) in the amount of

\$34,655; the balance of C\$48,048 would appear to provide a reasonable basis for the Plaintiff's claim.

45. It is submitted however by Mr. Farrow, that the materials element of three items claimed and costed within the sum of \$82,703.15, should be deducted as being duplications of costs of materials bought by the Defendants themselves. These are shown in Annex Four in the amounts of \$1,989, \$2,598 and \$3,813 and were respectively acknowledged by Mr. Lazzari to include the costs of materials and labour at a split of 50/50.
46. This would require a deduction of C\$4,200 from the Plaintiff's claim but for Mr. Lazzari's evidence, which I also accept; that the Plaintiff not the Defendants, was required by the contract to provide the kinds of material involved in these items; that is: cement, aggregate and steel rods. Thus, the premise of the Defendants' argument is falsified in this respect also.
47. Those being the factual bases of the Plaintiff's claim which I accept, the legal basis must be considered.
48. As framed in the pleadings, the claim more resembles a claim for a *quantum meruit* than it does a claim for damages for breach of contract, including loss of profit. As the claim is described in his evidence, the *quantum meruit* approach is taken, as Mr. Lazzari simply sets out a claim for what he considers to be the value of the work done, less the amount of payments received. He did, however, explain in his evidence that this value was arrived at by reference to the time sheet for his workers kept in respect of their work at the house.
49. Mr. Farrow accepts that if one party repudiates or breaches a contract, the innocent party can elect either to claim for damages for the breach or for a *quantum meruit*.

50. Mr. Farrow also quite properly acknowledged that on the facts of this case, it is open to the Court to find that it was the Defendants who repudiated the contract on 13th September 2009, when Faith Bodden told Mr. Lazzari that the Plaintiff's services were no longer needed.
51. Indeed, as Mr. Farrow accepted, the only basis on which the Defendants can justify having done that is if they can establish that the Plaintiff had by conduct repudiated prior to the 13th September 2009, in which case the Defendants had then simply accepted the Plaintiff's repudiation.
52. In this regard, delay on the part of the Plaintiff is the only basis cited by the Defendants but Mr. Farrow also acknowledges that delay on the part of the Plaintiff justifying the Defendants' conduct, would be difficult to establish because time was neither implicitly nor expressly made of the essence of this contract. Thus, although as Mr. Lazzari acknowledged and I accept, he did give an estimate of three months for completion (with one month first for delivery of materials by the Defendants) that would not be sufficient to have made that period (to end of June 2009) the essence of the contract without it having been so regarded by the parties. The Defendants do not claim that any such understanding was expressly reached although Faith Bodden asserted (but not accepted by Mr. Lazzari) that at some stage he had promised completion specifically by end of June 2009.
53. Given the state of the evidence on this issue, I do not find that time at any stage was made the essence of this contract and the Plaintiff, as the innocent party to the breach, is entitled to elect a *quantum meruit* basis for its claim, as it has.

54. The right, in a case like this, to elect a *quantum meruit* by way of equitable relief, instead of claiming for damages for breach of contract at common law is well established. See *Lodder and another v Slowey [1904] A.C. 442*. In that case the Privy Council endorsed the decision of the Court of Appeal of New Zealand which held, among other things, that where a contractor after part-performance of his contract is wrongfully excluded from the land on which the works were to be executed, and is thereby prevented from completing his contract, he is entitled to treat the contract as rescinded and to sue on a *quantum meruit* for work and labour done and materials supplied previous to the rescission (implying that the contract, in those circumstances, fell to be treated as *void ab initio*).
55. Further, that the measure of damage in such an action is the actual value of the work, labour and materials and it is immaterial whether the contractor, if he had been allowed to complete the contract, would have made a profit or a loss.
56. This decision of the Privy Council notwithstanding, Mr. Farrow further submitted that the quantum to be awarded should be capped by reference to the amount of the agreed contract sum. As I have found the contract price to be C\$107,000, that would be the cap upon the Plaintiff's recoveries in this case. Otherwise, he argued, the Court would be allowing the Plaintiff unfairly to transfer to the Defendants the risk agreed to be assumed by the Plaintiff in making its bid, that any overruns in the costs would be for the Plaintiff's account, not the Defendants'.
57. This argument for the cap proceeds on the basis that the law has moved on since the Privy Council decision in *Lodder's* case. The argument is that the modern law puts in doubt the implicit proposition on which *Lodder's* case rests, that repudiation of contracts in the circumstances it considered would result in such contracts being regarded as *void*

ab initio and so, a *quantum meruit* recoverable would not be limited to the contract price which no longer applied.

58. Rather, said Mr. Farrow, the modern view is to regard the repudiation not as giving rise to a rescission but as flowing from a failure of the basis of the contract; in this as in Lodder's case – the wrongful exclusion of the Plaintiff from the land upon which part-performance has already taken place. So regarded, the repudiated contract would leave extant an agreed contract price as an available measure by which to measure and cap what the recoverable amount should be.
59. Mr. Farrow did, however, acknowledge that the law of restitution or unjust enrichment (the broad equitable principles on which a *quantum meruit* would be recoverable) is independent of the law of contract, and is not, therefore, automatically constrained by the contractual provisions.
60. I do not think it is open to me, on the basis of the arguments and facts presented in this case, to distinguish and depart from the Privy Council decision in the manner proposed. This conclusion is despite Mr. Farrow's reasonable attempt – relying on the modern Australian cases of Renard Constructions (1992) 26 N.S.W.L.R. 234; Iezzi Constructions Pty Ltd v Watkins Pacific (Q/d) Pty Ltd. [1995] 2 Qd.R. 350 and Sopar v Cane [2009] VSCA 141, all as discussed in Goff and Jones, The Law of Unjust Enrichment, Eighth Edition, paragraphs 3-40, 3-44-3-45, 3-47 and 3-51-3-53. to persuade me that there is a general proposition of law that a claim for unjust enrichment based upon a repudiatory breach of contract should invariably respect and reflect the parties' allocation of risks as embodied in their contract and so should be capped by the contract price.

61. Apart from any other consideration, the following passage, cited by Mr. Kennedy, from Emden's Construction Law, Issue 144, July 2012, Publisher Lexis Nexis may be instructive as to the true state of the modern law on the point as it stands in England:

"The contractor may also be able to claim in restitution for a reasonable sum for the work done, rather than sue for breach of contract. However, it is clear that where a contract is terminated in these circumstances rights and obligations which had already come into existence remain: the mere fact that the contract is terminated, in other words, does not mean that it never existed. A restitutionary claim is therefore inappropriate insofar as it seeks to replace any payment under the contract for work done. But if the contract contains no provision for assessing the work which has been done prior to termination [(as is the case here)], the contractor may have a restitutionary claim for a reasonable sum. In some cases a reasonable sum may also be allowed for additional works outside the contract, but it will be limited to those works only. Compensation for works which is in the original contract will be in accordance with any applicable provisions of that contract (emphasis supplied).

62. It will be seen from that treatment of the principles, that the words in emphasis do not support the proposition for a cap of the contract price in a case such as this where the contract contained no provision for assessing work done before the contract was repudiated.

63. Whether or not the criticism of the decision of Lodder's case is correct on the basis that the decision mistakenly regards the repudiated contract in a case such as this as *void ab*

initio, I am not persuaded that the argument for the invariable imposition of a limit by reference to the contract price is correct in principle.

64. While in many instances it may be thought that the contract price implicitly allocates certain risks to the supplier of the goods or services and allowing that party to bring a claim for a *quantum meruit* greater than the contract price would clearly reallocate those risks to the other party; that may not always be the case.
65. The position could be different, for instance, where circumstances brought about by the repudiating party – such as delay or obstruction of the works – were themselves factors which increased the risks inherent in the contract and led to the costs of the part-performance of the contract before repudiation, being increased.
66. This, in effect, is the position contended for by the Plaintiff here by reference to the four factors set out above (at paragraph 20) and cited by Mr. Lazzari as having hampered the works and added to the Plaintiff's labour costs.
67. Here, the amount cited in Annex Four as being the costs incurred (that is: CI\$82,703) would exceed the contract sum of CI\$107,273 by CI\$9,138 when the amount of CI\$33,708 claimed to have been spent by the Defendants on materials is taken into account; that is: $CI\$82,703 + CI\$33,708 = CI\$116,411$.
68. The Defendants' counter-argument for the disallowance of this amount of CI\$9,138 in excess of the contract sum also depends on my acceptance of Faith Bodden's criticism of the inefficient carrying out by the Plaintiff of the works.
69. This counter-argument further depends also of course, upon my acceptance of the limitation principle cited by Mr. Farrow as preventing an award on the *quantum meruit* basis that would exceed the cap of the agreed contract sum.

70. I find neither basis for disallowing the amount in excess of the contract sum to be persuasive in the circumstances of this case. I have already addressed the legal arguments.
71. As to the factual counter-argument citing the Plaintiff's inefficiencies, I find Mr. Lazzari's response that the Defendants were not present during work hours to be able to form the opinions expressed by them – to be more compelling. I was also persuaded by his counter-arguments, those which depend upon the four factors described above (at paragraph 20) as having hampered the works and added to the Plaintiff's labour costs.

COUNTERCLAIM

72. The Defendants counterclaimed for a number of items:
- (i) damage to a mattress left in the sheltered part of the house over which the roof remained;
 - (ii) damage to a deep fryer left in the house;
 - (iii) damage to their boat left in the yard during the works;
 - (iv) rent
 - (v) USD504 for purchase of wrongly specified doors; and
 - (vi) damage to a stove.
73. Mr. Farrow properly and fairly acknowledged that the evidence simply did not substantiate the claims in respect of the first three items, which are to be regarded minor in any event.
74. As to the fourth – rent – he argued that that claim could stand on the basis of Mr. Lazzari's promise to complete by end of June 2009, although time for completion of the

works (and so a time by which the Defendants would be able to occupy the house instead of paying rent) was not made of the essence of the contract.

75. As a matter of law and principle, this submission is plainly correct. As was held by the House of Lords in *Raineri v Miles and others* [1981] A.C. 1050, breach of a contractual stipulation as to time which was not of the essence of a contract, stands to be treated as a breach which would entitle the innocent party to regard the contract as terminated or which would prevent the defaulting party from suing for specific performance but, nevertheless, it was a breach of the contract and entitled the injured party to damages if he had suffered damage.
76. On that basis, says Mr. Farrow, if I find as a fact that Mr. Lazzari did promise completion by end of June (although not made the essence of the contract), the Defendants should succeed in their counterclaim for rent for the months of July and August 2009 in the amount of CI\$1,200. Alternatively, if I find that completion was promised after the expiry of three months from commencement of the works, barring a finding of fault on the part of the Defendants as alleged by Mr. Lazzari; then rent would be recoverable for the four months beyond the expiry of that time until completion – that is: starting May through to August 2009 – or in the amount of CI\$2,400.
77. I reject the counterclaim for rent for a number of reasons.
78. First, as explained above, I am persuaded by the complaint of Mr. Lazzari as to the fault of the Defendants on the four factors identified. I am therefore unable to conclude to the required standard of proof that rests upon the Defendants/Counterclaimants, that Mr. Lazzari's estimate of three months to completion was not thwarted in many respects, by their conduct as alleged by him.

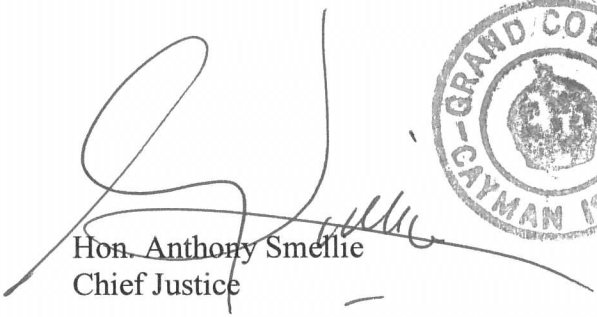
79. Secondly, I do not accept Faith Bodden's evidence that Mr. Lazzari on some other occasion specifically promised completion by end of June 2009, a promise which she says the Defendants accepted and relied upon. In this and in other respects already mentioned, she did not impress me as a witness of truth.
80. Finally, and in any event, the Defendants have not satisfied me that they suffered a loss on account of rent. Faith Bodden admitted in her testimony that the insurance payment included an element for rent while the house was not available for the Defendants' occupation. Yet she had not, before making this admission, sought to give credit for this in the Defendants' case.
81. The claims for USD504 for incorrectly specified doors and USD1,700 for damage to a stove fare no better. The evidence is unsatisfactory and provides me with no clear basis for a finding of negligence on the part of the Plaintiff as alleged. Moreover, the responsibility to supply the suitable doors was that of the Defendants.
82. In conclusion, the counterclaim is rejected in its entirety.

Quantum Meruit sum

83. The award is CI\$48,048. (that is: the amount claimed in Annex Four)
84. I regard that sum to be a reasonable award by way of *quantum meruit*, for work and labour done and materials supplied by the Plaintiff previous to the wrongful repudiation of the contract by the Defendants. I note that this amount is not far off the value assessed by Mr. Groves when credit is given for the amounts of CI\$34,655 already paid to the Plaintiff. Mr. Groves arrived at an amount of CI\$79,100.35 as the value of the works done by the Plaintiff at the house. Less CI\$34,655, the amount of the value he assessed would be \$44,445. A *quantum meruit* by its nature not being amenable to perfect

measurement, I am satisfied, when compared to Mr. Groves' estimate, that the award of
CI\$48,048 is objectively a reasonable assessment of the value of the works.

85. The Plaintiff is also awarded its costs of the action, to be taxed if not agreed.


Hon. Anthony Smellie
Chief Justice



September 19, 2012

ANNEX ONE

11/10/10 10:13a CSL

345-948-0433

p.6

Name: Chase & Faith Bodden

Damage Repair Cost. *NO I*

Date: 18/11/2008

Building	Description	Qty	Cost	Total	Contents	Description	Qty	Cost	Total
Roof: Replace	Incl Framing	2,498.0	6.50	16,224.00	Dish Washer			450.00	0.00
Facia		208	2.00	416.00	IceMaker			1,600.00	0.00
Soffit		416	2.00	832.00	Refrigerator			1,000.00	0.00
Exterior Wall	Concrete		4.00	0.00	Freezer	1	916.00	916.00	
Windows		15	200.00	3,000.00	VacuumClean			150.00	0.00
Front Door	French	5	800.00	4,000.00	WashingMach			500.00	0.00
Rear Door		2	800.00	1,600.00	ClothesDryer	1	500.00	500.00	
Railing			25.00	0.00	WaterHeater			250.00	0.00
Stair Rail			25.00	0.00	Portable Fan	1	80.00	80.00	
Roof Insulation		2258	0.75	1,692.00	Range	1	600.00	600.00	
Roof Ceiling		2256	1.50	3,384.00	Cook top			600.00	0.00
Wall Insulation	Concret		0.75	0.00	MicrowaveOvn			375.00	0.00
Int wallCovering			1.50	0.00	Food Processor			300.00	0.00
Interior Doors		6	75.00	450.00	CoffeMaker			50.00	0.00
Closet Doors		2	90.00	180.00	Bed Queen			1,200.00	0.00
Floor Covering	Tiles	1000	2.00	2,000.00	Bed Twin	3	800.00	2,400.00	
Carpet		1256	2.22	2,788.32	BedHeadboard	2	600.00	1,200.00	
Wall tiles			2.00	0.00	NightTables			300.00	0.00
Bath Tub			650.00	0.00	Dressers	3	1,200.00	3,600.00	
Counter Top		24	10.00	240.00	Mirrors			300.00	0.00
Vanity Cabinet		2	305.00	610.00	Chess of Draw	3	1,050.00	3,150.00	
Base Cabinet		8	312.00	2,496.00	Sofas Regular			907.50	0.00
Wall cabinet		8	240.50	1,924.00	SofasSectional	3 pcs	1	2,549.00	2,549.00
Tub Door		1	237.00	237.00	Side Tables	4	200.00	800.00	
Kitchen Slnk			150.00	0.00	Coffee Table	3	825.00	2,475.00	
ElectricPowerS	Overhead	1	500.00	500.00	OttoMan			450.00	0.00
Lights			125.00	0.00	Recliner Chair			750.00	0.00
Lights		7	60.00	420.00	Television Regular	1	500.00	500.00	
Exterior Lights		5	65.00	325.00	Television Large			2,000.00	0.00
Chandelairs			300.00	0.00	VCRRecorder	1	200.00	200.00	
Ceiling Fan		6	200.00	1,200.00	SatelliteRece	2	600.00	1,200.00	
Receptacles		24	51.00	1,224.00	DVDRecorder	1	150.00	150.00	
Receptacles			55.00	0.00	Piano			1,500.00	0.00
GFIRecept:		6	62.00	372.00	Organ			500.00	0.00
Switches		12	52.00	624.00	EnterTCenter	1	450.00	450.00	
Satellite Anten		2	1,000.00	2,000.00	Computer	2	750.00	1,500.00	
AirHandler		1	1,200.00	1,200.00	Printer	2	150.00	300.00	
Ducting		100	5.30	530.00	ComputerDesk	1	150.00	150.00	
A/C Compres		1	1,200.00	1,200.00	Office Desk			500.00	0.00
Wall A/C Unit		1	500.00	500.00	Office Chair			350.00	0.00
PressurePump			260.00	0.00	Book Shelves			225.00	0.00
PressureTank			369.00	0.00	DiningTableSet			898.00	0.00
WaterStorage			1,000.00	0.00	Chairs	1	164.00	164.00	
Porch Screen			10.00	0.00	China Cabinet	1	1,500.00	1,500.00	
Screen Doors			159.00	0.00	Bedside Lamps	3	150.00	450.00	
Guttering		208	2.00	416.00	DecorativeItems			100.00	0.00
Paint Exterior		3328	0.25	832.00	JewelryArmoire			600.00	0.00
Paint Interior		6656	0.25	1,664.00	WindowCurtain	6	30.00	180.00	
Clean Up		1	500.00	500.00					0.00
				TotalCt\$	55,580.32				
						TotalCt\$ 25,014.00			

ANNEX TWO

10 10:12a CSL

345-948-0433

p.4

Name: Chase & Faith Bodden Job Cost Summary: damage repair
No 2

Date: 17. December.2008

Description	Cost
Plan Application	
Insurance	
Site Work	
Septic Tank: Materials	
Labour	
Cistern: Materials	
Labour	
Concrete Foundation Wall: Materials	
Labour	
Concrete Pier Foundation: Materials	
Labour	
Glirder Beam Floor: Materials	
Labour	
Exterior Walls : Materials	9,050.00
Labour	8,294.00
Partition walls: Materials	
Labour	
Roof: Materials	18,000.00
Labour.	19,900.00
Plumbing: Materials	651.00
Labour.	433.00
Electrical Wiring: Materials	6,000.00
Labour.	5,924.00
Telephone wiring: Materials	
Labour	
Interior Finish: Materials	3,500.00
Labour.	4,088.00
Guttering: Materials.	700.00
Labour.	381.00
Painting: Materials	2,500.00
Labour.	2,920.00
Tiling: Materials	5,000.00
Labour.	4,756.00
Cabinet & Counter: Materials	6,000.00
Labour	2,672.00
Air Conditioning: Materials	3,990.00
Labour.	1,430.00
Electrical Connection. Materials	800.00
Labour.	284.00
Hurricane Shutters: Materials	
Labour.	
Deep Well Drain.	
Total Cost=CIS	107,273.00
Total Cost =US\$	ERR
Paint Colors= Trim: October Sky. Prime Color: Pismo-Dune	

By: B.D.Lazzari

For: Construction & Supply Ltd.

ANNEX THREE (CONTINUED)

Name: Chase & Faith Bodden


Job cost: Materials


Date: 17. December.2008


Description	Cost
Initial draw to cover all materials to be ordered	
Exterior Walls	9,050.00
Roof Materials	18,000.00
Plumbing materials	651.00
Electrical Wiring	6,000.00
Interior Finish materials	3,500.00
Guttering materials	700.00
Painting Materials	2,500.00
Tiling Materials	5,000.00
Cabinet and Countertop	6,000.00
Airconditioning Materials	3,990.00 ✓
Electrical Connection	800.00 ✓

Total Cost=CI\$ 56,191.00

Total Cost =US\$ ERR

Faith Bodden


Chase Bodden



 By: B.D.Lazzari

For: Construction & Supply Ltd.

ANNEX FOUR

Account Statement

130 North East Bay Road. P.O.Box 183 SB. Cayman Brac. KY1-2101. Tel:345-928-6951. E-mail:csi@candw.ky			
For: Chase & Faith Bodden Tel: 929-7522. or 929-1486.			
Date	Description	Cost	Received
12/24/2008	Deposit to account		\$10,000.00
1/21/2009	Sand and cement	\$736.25	
1/24/2009	Labour Casting Foundation/Laying Blocks	\$1,989.00	
1/27/2009	Sand/Cement/Crushed rock	\$840.00	
1/29/2009	Labour/ Steel rods	\$2,598.00	
2/6/2009	Labour	\$918.00	
2/13/2009	Labour	\$2,006.00	
2/20/2009	Labour	\$1,870.00	
	Materials on order	\$14,305.45	
2/27/2009	Labour	\$1,224.00	
3/6/2009	Labour	\$2,244.00	
3/11/2009	Deposit to Account		\$14,655.00
3/13/2009	Labour	\$3,107.00	
3/20/2009	Labour	\$3,128.00	
3/27/2009	Labour	\$4,437.00	
4/3/2009	Labour/ Cement/ Aggregate	\$3,813.50	
4/9/2009	labour	\$2,754.00	
4/17/2009	Labour	\$2,108.00	
4/24/2009	Labour	\$2,550.00	
5/1/2009	Labour	\$2,737.00	
5/8/2009	Labour	\$2,550.00	
5/15/2009	Labour	\$578.00	
5/22/2009	Labour	\$85.00	
5/29/2009	Labour	\$119.00	
6/5/2009	Labour	\$1,502.00	
6/11/2009	Labour	\$3,570.00	
6/19/2009	Labour	\$2,499.00	
6/26/2009	Labour	\$4,309.50	
7/17/2009	Labour	\$3,842.00	
07/17/09	Deposit to account		\$10,000.00
7/24/2009	Labour	\$1,640.00	
7/31/2009	Labour	\$2,397.00	
8/7/2009	Labour	\$2,830.50	
8/8/2009	Labour	\$306.00	
8/8/2009	Materials Purchase 446.50/ Telephone wiring 340.00/ A/C 1828.45	\$2,614.95	
10/9/2009	Raymond Scott: Bobcat digging trench backfilling and cleanup	\$495.00	
		Total. C/\$	\$82,703.15
		Balance C/\$	\$34,655.00
			\$48,048.15

NO WORK WAS DONE OR ANY



B.D.Lazzari

For: Construction & Supply Ltd.

12/09/09

Date:
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