

Fees Paid: \$25.00
Receipt No: 240139
Date: 2nd March 2016

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No SC 50 of 2016

BETWEEN:

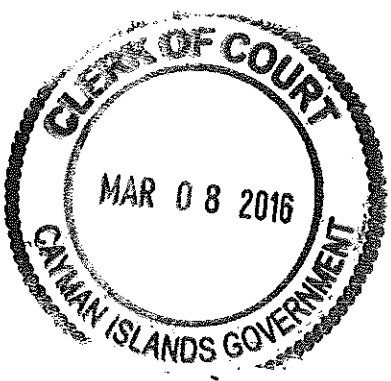
CLEVELAND FRATER



Plaintiff

-and-

ROBERT TULLOCH



T/A MODERN ELECTRIC

Defendant

PLAINT

To the Defendant

Robert Tulloch
T/A Modern Electric
PO Box 2500 KY1-1104
George Town, Grand Cayman, Cayman Islands

THIS PLAINT has been issued against you by the above named Plaintiff in respect to 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, P.O. Box 495, Grand Cayman KY1-1106, CAYMAN ISLANDS, the accompanying Acknowledgement 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 defense 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 from containing full particulars of your defense, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 29th day of February, 2016

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 Plaintiff is indebted to him or is liable to pay damages to him).

1. Cleveland Frater "**the Plaintiff**" is an Island Builders employee who was instructed to subcontract the electrical contract works for the construction of the plaintiff residential duplex dwelling.
2. Island Builders subcontracted the electrical works to Robert Tulloch t/a Modern Electric "**the Defendant**"
3. The agreed amount for the purpose of carrying out the electrical works was CI \$23,000.00. The plaintiff confirms that CI \$17,000.00 was paid to Island Builders in advance for the services to be rendered.
4. Island Builders in turn paid the Defendant the said amounts in 3 installments which were as follows:

April 1st, 2011 – CI \$5,000.00;

August 4th, 2011 – CI \$1,000.00; and

January 19th 2012 - CI \$11,000.00.
5. The Plaintiff confirms that the said works was conducted unsatisfactorily and the value of and material has not been injected into the property. Additionally, to date there are evidence of shoddy work and exposed electrical wires and outlets through the premises :
6. The Plaintiff has constantly expressed their in emails, in writing and by phone regarding dissatisfaction at the faulty workmanship to Island Builders and the Defendant.
7. Island Builders on behalf of the Plaintiff has chased the Defendant on numerous occasions to try to resolve the issues and concerns of the Plaintiff via email telephone and in an amiable manner.
8. The Defendant has continued to avoid the calls from the Plaintiff.
9. The Defendant has expressed that they are not willing to complete the electrical work on the property, nor are they willing refund a partial amount of what was paid to them for the purposes of completing the electrical works on his duplex.

At issue are the following:

1. The Defendant was paid the sum of CI \$17,000.00 for electrical construction of the duplex. The Defendant was notified of concerning issues in relation to the duplex over several years and has

not completed sufficient work for when compared to the amount collected.

2. Plaintiff advised the Defendant there was a theft incident and materials from his container were stolen which he had bought to complete the job. In light of this Plaintiff requested partial refund to repurchase the materials. However, he Defendant avoided all calls from the Plaintiff and when he responded he was very vulgar and disrespectful by stating that the Plaintiff should not contact him requesting reimbursement because he did not receive finds from Plaintiff but Island Builders.
3. During this time, the Defendant has never inspected or re-visited the house with a view to resolving matters or responding positively to the issues raised by the Plaintiff.
4. The Defendant was notified of the Plaintiff's intention to commence legal proceedings if matters were not addressed. Follow-up phone calls and emails were subsequently made direct to the Defendant, indicating that the work recently carried out was snot up to the expected standard.
5. The Plaintiff has been continually pursued the Defendant requesting that the outstanding issues and property defects be addressed. The Plaintiff has in her possession supporting information and documentation evidencing the same.
6. The Plaintiff in turn offered to vacate the premises for a specified period to aid completion. The Defendant has not provided any feedback to the offer.
7. The Defendant has confirmed that it is not in his intention to rectify the outstanding issues. The business relationship has been severed between the parties and its evident that that the Defendant has no interest in completing the project. Plaintiff has spoken to the several times in an effort to complete the project in 2010. The Defendants advised that he was unable to so because the premises was occupied.
8. Currently, there is visible evidence (please see photos attached) of substantial damage and negligence as result of faulty workmanship throughout the construction of the house and following and which, as at today's date, remain unresolved. These are wall sockets either indented or bent (as a result of silicone used to conceal sheetrock holes around the socket area, exposed wires of unfinished electrical throughout 70% of the duplex and malfunction of plugs.

AND the Plaintiff claims:

1. The sum of CI \$8,000.00 (photographs and quotations to be provided upon request)
2. The interest in the sum of NIL
3. Fixed costs in the sum of CI \$150.00 with alternative costs to be assessed.

Plaintiff's Signature

C Frater

Plaintiff's address for service:

Cleveland Frater

P. O. Box 554

Grand Cayman KY1-1602

Telephone (345) 517 5210 or 917 0561

ACKNOWLEDGEMENT OF SERVICE

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No SC of 2016

BETWEEN:

CLEVELAND FRATER

Plaintiff

-and-

ROBERT TULLOCH

T/A MODERN ELECTRIC

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address – Robert Tulloch, T/A Modern Electric, PO Box 2500 KY1-1104, George Town, Grand Cayman, Cayman Islands

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 _____, 2016

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.