

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

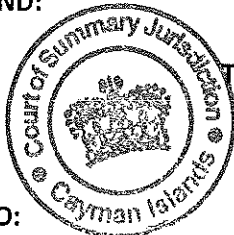
CAUSE NO. SC 49 OF 2016

BETWEEN:

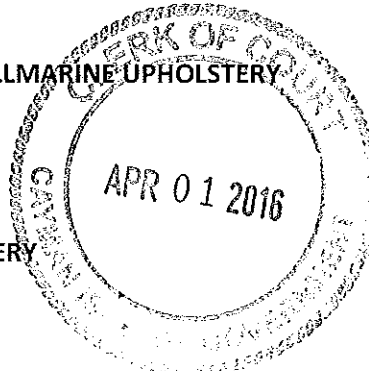
DAVID PALMERI

PLAINTIFF

AND:



TRIMWORKS LTD. trading as ALLMARINE UPHOLSTERY

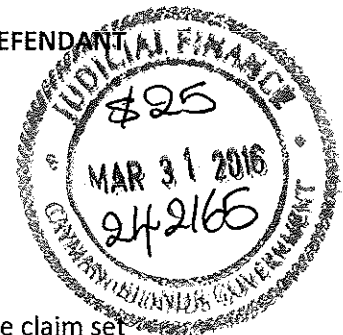


DEFENDANT

PLAINT

TO:

TRIMWORKS LTD. trading as ALLMARINE UPHOLSTERY
69 BARNES DRIVE, UWP, UNIT #8
GRAND CAYMAN



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 *Plaint* on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, 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 *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgment 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 31st of March, 2016

See overleaf for particulars of the Plaintiff's claim.

This PLAINT was issued by Samson & McGrath, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is 5th Floor Genesis Bldg, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.

PARTICULARS OF CLAIM

1. The Plaintiff is a boat owner. The Defendant is in the business of boat upholstery.
2. On 21st February, 2015, the Plaintiff purchased a boat, which was delivered to the Defendant for reupholstering.
3. On 6th March 2015 the Defendant orally agreed to repair some parts of the boat's upholstery. The Defendant provided a final quote for the work to be done to the boat. The Defendant quoted the following amounts for work to the boat:

Seat:	CI\$3,896
Dash pieces:	CI\$314
Removal/installation:	<u>CI\$425 maximum</u>
Total:	CI\$4,210

4. The Defendant expressed to the Plaintiff that the repairs would be made with top-quality, marine-grade vinyl. The Plaintiff was informed at the time of picking the vinyl color, that the "stone" color he had selected would need to be ordered.
5. On 10th March 2015, the Plaintiff paid a CI\$2,000 deposit for the Defendant to commence work on the boat.
6. It was an express term of the agreement that the materials which the Defendant used on the boat would be fit for use on a boat and/or of marine quality.
7. Alternatively, it was an implied condition of the agreement that the material which the Defendant used to upholster the boat would be reasonably fit for the purposes for which it was required, namely for use on a boat.
8. On 26th May 2015, the Defendant advised the Plaintiff that it would cost an additional CI\$1,600 to get the material needed to finish the job as originally quoted.

9. The Plaintiff asked for a sample of the material which the Defendant was using to upholster the boat.
10. On 3rd June 2015 the Plaintiff paid to the Defendant a further CI\$1,896. In total, the Plaintiff has paid CI\$3,896 to the Defendant.
11. On 3rd June 2015 Plaintiff took delivery of the boat.
12. On 3rd June, 2015, the Plaintiff emailed the Defendant notifying them of the poor quality of the work performed.
13. In breach of the agreement, the material used by the Defendant on the Plaintiff's boat is not reasonably fit for the purpose for which it was required.
14. On 31st October, 2015, the Plaintiff emailed the Defendant, requesting a refund of his payment of CI\$3,896.
15. By reason of the said breach of condition, the Plaintiff has suffered loss and damage.

PARTICULARS

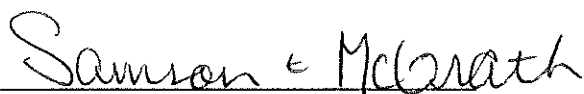
- (i) The Plaintiff claims a refund of all sums paid to the Defendant, namely CI\$3,896.

16. The plaintiff therefore claims:

- (i) The sum of CI\$3,896, being the sum paid to the Defendant;
- (ii) Costs, plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$3,896 (together with filing fees and fixed costs of CI\$175) all further proceedings will be stayed.

Dated this 31st day of March 2016



SAMSON & McGRATH
Attorneys-at-Law for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2016

BETWEEN:

DAVID PALMERI

PLAINTIFF

AND:

ALLMARINE UPHOLSTERY

DEFENDANT

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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2015

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.