

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 85 OF 2017

BETWEEN: SHEENA ANNETTE EBANKS

Plaintiff

AND: CHURCHILL SOLOMON

Defendant



WRIT OF SUMMONS



**TO: Churchill Solomon
George Town
Grand Cayman**

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 495G, 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 *26th* day of *May* 2017

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.

- Footing (inclusive of foundation plumbing and electrical piping). CI\$ 35,000:00
 - Brickwork (inclusive of belting, stud walls and, electrical and plumbing). CI\$ 45,000:00
 - Trust roof (inclusive of shingles air condition unit and duct work). CI\$ 40,000:00
 - Plastering (inclusive of instillation of windows, doors tiling septic tank painting, and electrical fixtures. CI\$ 30,000:00
 - Cabinets and appliances and granite counter tops. CI\$ 15,000:00
 - Mamanan , compete painting, bathroom, kitchen fixtures, gravel stones, semicircle drive way, clean construction site. CI\$ 10,000:00
- To a total construction cost of CI\$ 175,000:00

7. It was also an expressed term of the Agreement between the Plaintiff and the Defendant that the Defendant would complete the work in a workmanship manner and in compliance, with the Contract.
8. In compliance with the said agreement, the Plaintiff paid the Defendant the sum of CI\$ 120,000:00.
9. The Defendant began the said construction of the Plaintiff's house according to the construction Contract quote of CI\$ 175,000:00. There were expressed term of the Contract between the Plaintiff and the Defendant that the Defendant would use the following materials to build the house.

- 1) Walls: - To be 6" concrete blocks, plastered with concrete and marmaran finish – of which colour to be chosen by the Plaintiff – Interior stud walls to be treated plywood, sheetrock, smooth finish texture, using semi gloss paint.
 - 2) Exterior Eaves: - To be 3/8 ply treated, painted with semi gloss paint.
 - 3) Windows: - PGT windows, colonial windows.
 - 4) Ceiling: - Sheetrock, smooth finish texture, white flat painted.
 - 5) 6 Doors- 6 Panel interior hollow core. Exterior Doors – fiberglass solid with standard colonial door trims, painted.
 - 6) Tiling: - Ceramic floor tiles through flooring area, and half of bathroom walls and shower area.
 - 7) Electrical: - Standard wiring according to approved drawings, inclusive of fixtures to be American standard.
 - 8) Air Conditioning: Two-three ton, 10 seer units, completed duck work.
 - 9) Appliances: -Single door refrigitoros, gas stove, and washer, dryer.
 - 10) Cabinetry: - Hardwood in accordance with approved house plans.
10. In breach of the express conditions of the contract as set out above, the Defendant did not use the material as set out above to build the house. The Defendant used other types and inferior materials. The Defendant was aware, and it was a term of the contract, even if implied, that he would exercise due care and skill to build the house of which he did not do.

11. The Defendant in Order to induce the Plaintiff to enter into the said contract held himself out frequently to the Plaintiff to be a licensed General Building Contractor. The Defendant was not a licensed General Building Contractor.
12. The Defendant after being confronted by the Plaintiff concerning the unskilled work and the unjustified sums of money that he was receiving for unprofessional workmanship abandon the construction sited leaving the house unfinished.
13. The Defendant is guilty of negligence and breach of his duly, and breach of contract to and with the plaintiff.
14. In Consequence thereof the Plaintiff has suffered loss and damage as the unfinished house now requires extensive work complete it. The Plaintiff has had to engage and obtain another quote from another Contractor: Global Construction & repairs to finish building the house.
15. Further, the Plaintiff has lost the payments made to the Defendant. And as a consequence of the Defendants negligence the Plaintiff will have to bear Globals, Costs to finish the house.
16. The Defendant frequently, took the Plaintiff's money. And he refused to finish the house, or to return the money paid to him of which he has not earned.
17. By reason of the Plaintiffs negligence, fraud and breach of Contract the Plaintiff has suffered loss and Damages.

And The Plaintiff Claims:

1. The Return of the Sum of CI\$ 120,000:00 paid to the Defendant.
2. The amount Quoted to finish the said house which is CI\$ 76,500:00.

3. Pre Judgment and Post Judgment interest to be calculated pursuant to the Grand Court Rules.
4. Damages.
5. Cost
6. Such further or other relief as the Court deem proper.

Dated this 25 day of MAY 2017



**A. Steve McField & Associate
Attorney-at-Law for the Plaintiff**

To: The Clerk of the Court

And To: The Defendant,
Churchill Solomon
George Town,
Grand Cayman

THIS Statement of Claim was **FILED** by **A. STEVE MCFIELD & ASSOCIATES** of P.O. Box 680 GT, Grand Cayman, KY1-1107, Cayman Islands, Suite D2, Cayman Business Park, 10 Huldah Avenue, Attorneys-at-Law, whose address for service is that of his said Attorney-at-Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2017

BETWEEN: SHEENA ANNETTE EBANKS

Plaintiff

AND: CHURCHILL SOLOMON

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 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 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*)

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

Please complete overleaf

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.

A. Steve McField & Associates
Suite D2, Cayman Business Park,
10 Huldah Avenue,
P.O. Box 680 GT,
KY1-1107, Grand Cayman,
Cayman Islands

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

Acknowledgement of service of writ of summons (0.12, r.3)

**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 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 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 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 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 a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.