



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 108 of 2017



BETWEEN

JIL CORPORATION LTD.

PLAINTIFF

AND

CAYMAN CONTEMPORARY CONSTRUCTION LIMITED

DEFENDANT

PLAINT



To the Defendant

Cayman Contemporary Construction Limited
956 Hirst Road
P.O. Box 10940
Grand Cayman, KY1-1007

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, PO Box 495GT, George Town, Grand Cayman, the accompanying *Acknowledgement of Service* form stating therein whether or not you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out in **full particulars of your defence** in the space provided in this *Acknowledgement of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgement 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 15th day of June 2017.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a Cayman Islands registered company with its registered office at P.O. Box 886, Grand Cayman, KY1-1103 who at all material times owned the property at 72 North Church Street.

2. On the 25th October 2013 the Defendant entered into a written contract (“the contract”) with the Plaintiff to construct retail units at 72 North Church Street, George Town, Grand Cayman.

3. The contract provided, inter alia, at Article 8.5

“The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.”

4. On 16th April 2015 the Defendant provided a Letter of Warranty in relation to materials and workmanship provided under the contract.

5. The warranty commencement date was 2nd March 2015 and provided as follows;

“Cayman Contemporary Construction Ltd warrants to the consumer “JIL Ltd. Retail Suites” that the following will be free from defects in materials and workmanship for a period of one (1) year;
 1. Mechanical – A.C. Handlers & Condensers
 2. Electrical- Parking Lot lighting, in-ground lighting & façade lighting
 3. Plumbing systems

4. Paving
 5. TPO & Insulation
 6. Storefronts (Dolphin Architectural supplied a separate warranty)
 7. Metal works
 8. Roof structure – Joists and Metal Decking
 9. Sunroofs
 10. Doors, Frames & Hardware (International Trading Group supplied a separate warranty)
 11. EIFS – 5 years warranty per specification 07240 expires March 1st, 2020”
6. In breach of the contractual warranty the following materials or workmanship provided in pursuance of the contract were defective, namely;
- (a) Air Conditioning Condenser. The unit failed on 13th November 2015. The Defendant was notified of the failure on 26th November 2015. The cost of replacement of the unit was CI\$3,389.
 - (b) In-Ground Lighting. A total of 8 of the 13 lights failed and the wiring, ballasts and light bulbs had to be replaced. The Defendant was notified on 5th February 2016. The cost of repairs was CI\$1,350.
 - (c) Façade/EIFS. Two of the façades became discoloured and there was a different colour around the façade penetrations. The only way to rectify this is to repaint the entire façades. The Defendant was notified of the defects on 5th February 2016. The estimate for repairs is CI\$1,174.
 - (d) Hose Bib. The hose-bib leaks and cannot be used. The Defendant was notified of the defect on 5th February 2016. The hose-bib needs to be replaced and the estimated cost for replacement is CI\$576.84
 - (e) Grease Trap. There was insufficient space for a grease trap and the building plumbing was in the way. The Defendant was notified of these defects on 5th February 2016. The cost of rectifying these defects was CI\$3,675.

(f) Roof. The roofing elastomeric paint has bubbled above the storefront overhangs. The Defendant was notified of the defects on 5th February 2016. The estimated cost of repairs is CI\$303.67.

7. The Defendant has failed to repair, replace or rectify any of the defects. As a result of the breach of the contractual warranty the Plaintiff has suffered loss and damages in the sum of CI\$10,468.51.
8. And the Plaintiff claims the said sum of CI\$10,468.51 from the Defendant for breach of the contract and the Plaintiff claims interest on the said sum.

STATEMENT REGARDING INTEREST

9. The Plaintiff seeks pre and post judgment interest from the 1st March 2016 in accordance with the Article 4.2 of the contract or in the alternative in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
10. The interest rate claimed as per the contract is 1% over the Cayman National Bank prime lending rate.
11. In the alternative the interest rate claimed as per the Judgment Debt (Rates of Interest) Rules is 2 3/8% per annum.

AND THE PLAINTIFF CLAIMS:

1. Damages for breach of contract in the sum of CI\$10,468.51.
2. Pre and post judgment Interest in accordance with the contract and the Judicature Law (2013 Revision).
3. Costs to be assessed.

Dated this 15th day of June 2017

McGrath Tonner

McGrath Tonner
Attorneys-at-Law for the Plaintiff

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

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ACKNOWLEDGEMENT OF SERVICE

1. State Defendants 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 to pay the claim?

() yes

() no

4. If you intend to contest the action, in whole or 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 2017

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.