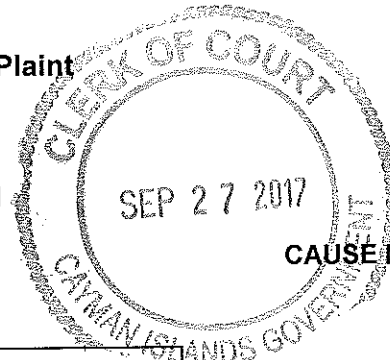


Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 197 of 2017

BETWEEN:

BRENDA TULLOCH

PLAINTIFF

AND:

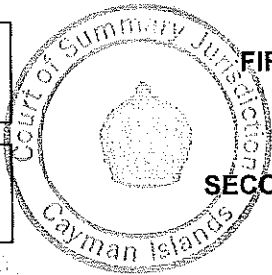
CLINTON WALLACE T/A WILLIAMS & SON CONSTRUCTION

FIRST DEFENDANT

AND:

COLIN WILLIAMS T/A WILLIAMS & SON CONSTRUCTION

SECOND DEFENDANT



To the First Defendant

449 Shedden Rd, George Town, Grand Cayman, Cayman Islands.
Cell No. 345 321-7598 or 345 927-1278

To the Second Defendant

#226 Dorcy Drive, Mini Warehouse, Unit #12, George Town,
Grand Cayman, Cayman Islands
Or 142 Spotts Newland Road, Grand Cayman, Cayman Islands
Or 24 Bonsal Crest, West Bay, Grand Cayman, Cayman Islands
Cell No. 345 928-0375



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 Plaintiff 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 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 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 27th day of September 2017

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 Defendant is indebted to her or is liable to pay damages to her)

SUMMARY

On the 29th July 2016, the First Defendant entered into a signed agreement with the Plaintiff for the construction and completion of an addition to the dwelling house situated at 89 Canyon Dawn Drive, Block 25C Parcel 425 owned by Plaintiff. Details set out in the attached. See *Appendix A*.

The Defendant provided an estimate based on approved Plans for the construction addition to the dwelling (inclusive of labour, materials & specialist work) totalling CI\$63,100.00. The Plaintiff's Mortgagee, CIBC FirstCaribbean International Bank (the "**Mortgagee**"), thereafter approved the estimate and further requested the Plaintiff to have the estimate amended to include the reference of holding back retention of 5% along with the contractor's cost breakdown consisting of 3 stages. See *Appendix B – Proposed Addition Floor Layout. (Existing Kitchen Area to be Nursery)*

Pursuant to the aforementioned instructions by the Mortgagee, the Plaintiff both acknowledges and confirms that the amendments to the estimate were made pertaining to the retention including details of the construction cost.

The Plaintiff now wishes to end the contract and bring a claim against the Defendants for various breaches of the contract and suffering caused by the broken contractual relationship.

TIME PERIOD AND PAYMENT STAGES

The Plaintiff knew of the Defendants prior to the contracting date and held confidence that the Defendants would carry-out the contract as agreed. This was due to the fact that the First Defendant was able to provide outstanding written reference letters. In addition, the First Defendant was also a trusted family friend who constructed the Plaintiff's mother's single-family home situated at 102 Serenity Lane, Frank Sound, North Side. Avoiding delays was a key concern for the Plaintiff therefore to avoid delays; the Plaintiff ensured that the First Defendant had funds available to prevent as much delays as possible to ensure completion in a timely manner. Additional funds were also made available to cover any unforeseen expenses which are further detail below. See *Appendix C – Copy receipt for additional unforeseen expenses*.

Payment stages:

- A. Pursuant to the agreement, the First Defendant **commenced** the construction of the building and caused to be erected on the property, a project whereby the Certificate of Occupancy was granted on the 16th August 2017. However, as of this 27th day of September 2017, the project has not been completed in accordance with the terms of the contract.
- B. The First Defendant received the **stage 1** bank draft payment on the 11th October 2016. Upon completion of each stage, the mortgagee would instruct an appraiser to conduct a property visit and thereafter provide a valuation report on the value of work executed to date.

- C. The First Defendant received **stage 2** bank draft payment on the 24th December 2016. At that time, the Plaintiff and the First Defendant had a positive contractor/client relationship where communication remained consistent and organization and planning are a top priority.
- D. Approximately one or two months later, the First Defendant started to show poor performance and quality of work with lack of communication, not showing up in person or sending anyone to the job site. Due to this fact, the Island Heritage Contract works insurance policy number CWI001827 for the period 17th October 2016 to 31st January 2017 expired and thus was extended until the 28th February 2017. Inexcusable delays carried on which required the contract work policy having to be extended several times at the cost of the Plaintiff with last policy expiring on 21st August 2017.
- E. The final bank draft payment **stage 3** was received by the First Defendant on the 3rd May 2017. This final draft included the cost for flooring (tiles), which the Plaintiff was inform by the First Defendant that the requested tiles were at a higher purchase cost which exceeded the contractual budget. For this reason, the Plaintiff paid the balance difference for the remaining tiles and materials.

The First Defendant did the tiling himself and later advised that the estimated cost quoted by the tilers was too high. This was later brought to the Plaintiff's attention, with no prior communicating from the Defendant regarding this matter. The tiling work carried out is of poor quality and is unsatisfactory; as laying of the tiles shows obvious poor workmanship revealing the unevenness throughout the entire dwelling. The Plaintiff's spouse spoke and requested several times to the First Defendant about the removal and replacing of tiles. The half bathroom mosaics tiles were uneven with large gaps between end wall and tiles. The First Defendant did not fulfil the Plaintiffs request.

PLAINTIFF'S RECOUNT OF THE CONTRACTUAL RELATIONSHIP AND ATTEMPTS FOR RESOLUTION BEFORE ACTION

On Wednesday, 31st May 2017, The Plaintiff sent a text message to the First Defendant after being frustrated with his careless behaviour –noting that the Plaintiff had made several unsuccessful phone calls from her personal cell phone with no success in contacting the First Defendant. However, the Plaintiff later succeeded in reaching the First Defendant by calling from an unknown phone number. This conversation was relating to the air conditioning estimates.

At a later date The Defendants instructed an A/C Tech to extend ductwork from the existing system to the half bath, laundry and kitchen area; \$558.00 was the Appraiser value cost. The Plaintiff thereafter incurred additional expenses and had to upgrade and purchase a new unit along with a mini split unit for the new master. Costing the plaintiff an additional C1\$2,390.00 for said new units and installation of C1\$2,265.00.

Time period 13th to 29th of June 2017, the plaintiff, had no communication from the First Defendant to return any phone calls or text message. The only workman who came to the job site for about a day and a half was the Defendant's brother whom had done most of the construction work thus far. He was contacted by the First Defendant to install the base boards and complete interior walls and doors painting. At this time, the first Defendant still did not reply

to any of the Plaintiffs many phone calls. Unfortunately the workman then also ceased to show up leaving the Plaintiff both uninformed and without solutions.

The Plaintiff with no other choice contacted the CIBC Bank Manager, Ms. Avy Jackson, on the 21st of June 2017 to inform her of the ongoing struggles with the Defendants lack of commitments. Ms. Jackson herself then attempting to reach out to the First Defendant with no success.

On 27th June 2017, the Plaintiff sent another message via WhatsApp to the First Defendant which was shown to be received and read. The First Defendant still did not respond. This message stated:

- the mortgagee needed to know if another extension was needed;
- that the First Defendant had received the funds but the work still not completed;
- Asking the First Defendant if he will be finishing work to get the Certificate of Occupancy and if not, to return any documents or materials purchased; and
- That a valuation would be done and legal action would be taken to retrieve funds.

The Plaintiff continued to inform the First Defendant that reports will be made with the Police, T&B license board along with Immigration department, as the Plaintiff had been more than patient and still no communication was made to the Plaintiff.

The electrician also called the Plaintiff, as he too was unsuccessful in contacting the First Defendant regarding the materials needed to complete the contracted job. After still not getting the First Defendant and the workman (the First Defendants brother) who had not returned to job site; the Plaintiff then called the workman and was told that he had not returned to job site due to the fact he needed more materials. The workman then said he had sent the First Defendant a message about the materials and did not get a response. The Plaintiff broke down crying expressing being stressed and upset with the First defendant. The workman offered to complete painting once the Plaintiff got the materials needed to do so.

A few days later as the Plaintiff was driving to pick up materials for the electrician and the workman, the Plaintiff decided to go to Good Old Days Restaurant which is known to the Plaintiff that the First Defendant is a leaseholder. Good Old Days Restaurant is located at 449 Shedden Road, George Town.

When the Plaintiff and the Plaintiff's mother drove up to the premises, the First defendant was seen by Plaintiff through the window. When the First Defendant notices the Plaintiff, instead of coming out to meet with her, he ran to the back office and locked the door. The Plaintiff entered the building through the front door and passed the kitchen area, where stood a lady and the cook. The Plaintiff knock at the door. The First Defendant then opens the door. He proceeds to tell the Plaintiff his excuse for not contacting her was due to personal issues, followed by saying that this restaurant ruined his life. The Plaintiff told the First Defendant that he could have at least had the courtesy to answer the Plaintiff's calls or send a message and that communication was the key to all relationships. We all sometimes have issues beyond our control, but the First Defendant should not let his personal issues stop him from fulfilling his obligations.]

[The Plaintiff and First Defendant finally had an opportunity to have a conversation in which the First Defendant expressed having personal difficulties as being the cause for lack of communication and he then apologized and promises to complete work.] The Plaintiff then requested that the First Defendant to contact the Plaintiff's Bank manager to request an

extension. It is the understanding of the Plaintiff that the First Defendant did indeed on that day visit the Mortgagee, CIBC FirstCaribbean and met with Ms. Avy Jackson and extended his apologies for not returning her call due to his situation. The First Defendant also promises to have Certificate of Occupancy within two weeks but was unable to do so.

Even though the contractor/client relationship would never be restated back to a positive relationship, the Plaintiff gave the First Defendant the benefit of the doubt hoping that he was a man of his word.

Within the time the First Defendant was waiting on final inspections for electrical/plumbing/gas, the Plaintiff asked the First defendant about the air conditioning installation. The First Defendant claimed that it was not a part of the drawing so it does not have to be done to get Certificate of Occupancy. The Plaintiff also stressed that the Mortgagee would shortly after be instructing the appraiser to do a site visit for the final valuation report because the First Defendant had not made any attempt to start work in existing dwelling.

The afternoon of the 4th of August 2017, the Plaintiff arrived at home to find the First Defendant at the residence. He was there to cap the water pipes on the old hot water heater so that new tankless gas heater could function properly. The First Defendant claimed to have called the plumber to do so but since the plumber did not, he would do it himself. The Plaintiff asked him about final inspections and was told he had gone to the planning department that day to show proof of payment for inspection application. Shortly after the First Defendant left the residence, not even ten minutes after him leaving the water pipes that he had capped, popped off and water was everywhere. (This would be the last conversation the Plaintiff had with the First Defendant).

Further attempts to contact the First Defendant was made but the calls went straight to voicemail. Even after the pipes were capped the heater still didn't work, so the Plaintiff called the Gas Tech (Raymond Northover T/A Go Gas Ltd) whom installed all new gas appliances and heater. Mr. Northover told the Plaintiff that if the pipes to heater were connected incorrectly, it may have been the cause, and if so could also damage the water heater. Not only did both the Plaintiff and the Plaintiff's mother call the First Defendant that entire weekend, they were without running hot water. Monday morning, Mr. Northover came by the residence to check if the Plaintiff had managed to get running hot water because of not receiving a returned call regarding the issue. The Plaintiff told him she was unable to get the First Defendant. Later that day Mr. Northover had a plumber come out to the location, free of charge, to find that pipes to heater placed by the First Defendant were indeed not correct.

Later that day, The Plaintiff hand delivered a written notice to the First Defendant at the restaurant, demanding that work to be completed by the 14th August 2017. Also attached was a list of things to complete and that the Police would be called regarding this matter and then any legal action taken as per message sent via Whatsapp 6/27/2017. Police officer Coleman and his partner came out to the Plaintiffs residence to take the Plaintiff's complaint. Officer Coleman noted the First Defendant's details and advised the Plaintiff to seek legal advice. The Plaintiff was later contacted by Officer Coleman, who first asked if the first defendant had called which he has not up to this day. He had spoken to the First defendant regarding time matter.

That same night, the Second defendant came by the Plaintiff's residence (This was the Plaintiffs first encounter with the Second Defendant) because the First Defendant told him that the Plaintiff had called the police because she did not believe he had put in for the final inspections. The Plaintiff stressed to the Second Defendant that the reason for doing so was not about the

inspection applications but rather regarding the First Defendant not returning her calls, not doing what he said he would do and the Plaintiff just wanted the work to be completed. It has been way too long that the Plaintiff has enjoyed or felt comfortable in her home and the First Defendant's behavior was unbearable at this point. The Second Defendant told the Plaintiff the he would speak to the First defendant and had promised that this matter would be taken care of.

The Second Defendant had several trips to the Plaintiff's resident. On two occasions, he was accompanied by other employees, who he claimed would have done the work to complete job.

The Mortgagee instructed appraiser to do a site visit, valuation report dated 28th August 2017, value of work executed to date, not completed. The small amount of remaining work may therefore be slightly more expensive to complete, by having to bring on board a new contractor, for a very small contract.

The Plaintiff was then contacted by the Mortgagee. The Plaintiff explained her continuous attempts with the Defendants but only got false promises. The Plaintiff gave the Bank manager the Second Defendant's cell number. The Bank Manager called both the first and second Defendant and could not reach the First Defendant; she did call back the Plaintiff, informing her that she had spoken to the Second defendant and requested that the work be completed by the 20th of September 2017 giving the appraiser sufficient time to revisited site for final valuation. Two days later, after the Plaintiff had not yet to get a call regarding when to expect the worker. The Plaintiff then called the Second Defendant whom claimed to be so busy and he could not do the work himself but advised he would pick up his employee whom should have come to the fix the leaking pipe, broken by the last worker of the First Defendant. The Second Defendant never showed up the Saturday as promised.

The Mortgagee called the Plaintiff on the 18th of September 2017 inquiring about the work status. The Plaintiff informed the Bank manager of the no show and again she than tried calling the Second Defendant which was unsuccessful.

Because of unjustified failure and neglect, the actions of the First and Second defendant clearly states that they had no intention of fulfilling their part to complete the building in accordance with the written contract. For the ongoing disregard to fulfill their obligations they have not only breached the contract but also caused emotional grief and suffering on the Plaintiff and the Plaintiff's family including additional financial burdens and time wasted attempting to contact the Defendants and liaising with the Mortgagee as to the obstacles faced.

The Plaintiff hereby seeks damages as follows:

1. Breach of nonfulfillment of contract thus seeks compensation for new contractor's cost to complete work \$6,900.00.
2. Air conditioning cost \$2,100.00 as per defendant's estimate less appraiser value cost executed to date \$558.00 [had to upgrade and purchase a new unit along with a mini split unit for the new master. Costing the plaintiff an additional CI\$2,390.00 for said new units and installation of CI\$2,265.00]
3. Cost of Island Heritage contract work policy extension 1st March 2017 to 21st August 2017 \$767.00
4. Cost of New final valuation report \$475.00

5. Less the amount that was promised to the first defendant for additional work \$2,100.00.

6. Emotional distress caused on Plaintiff and family due to lack of comfort and amenities and concerns over poor workmanship, telephoning charges and time lost from job and family time, noting that the Plaintiff is also mother to a 20 months old son - \$1,200.00.

AND the Plaintiff claims:

- 1 The sum of CI\$10,884.00.
- 2 Interest in the sum of _____, calculated at the prescribed rate from _____ to date.
- 3 Fixed costs of CI\$150.00, alternatively costs to be assessed.

B. Tulloch

Plaintiff's address for service

89 CANYON DAWN DRIVE
P.O. BOX 488, GRAND CAYMAN KY1-1106
CAYMAN ISLANDS
EMAIL: Brendatulloch@jacquesscott.com
CELL NO: 345 525 0232

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC _____ of 2017

BETWEEN: BRENDA TULLOCH **PLAINTIFF**

AND: CLINTON WALLACE T/A WILLIAMS
& SON CONSTRUCTION **FIRST DEFENDANT**

AND: COLIN WILLIAMS T/A WILLIAMS &
SON CONSTRUCTION **SECOND DEFENDANT**

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

FIRST DEFENDANT

449 SHEDDEN RD, GEORGE TOWN, GRAND CAYMAN,
CAYMAN ISLANDS. Cell No. 345 321-7598 or 345 927-1278

SECOND DEFENDANT

#226 Dorcy Drive, Mini Warehouse, Unit #12, George Town,
Grand Cayman, Cayman Islands
Or 142 Spotts Newland Road, Grand Cayman, Cayman
Islands
Or 24 Bonsal Crest, West Bay, Grand Cayman, Cayman
Islands
Cell No. 345 928-0375

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 not 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 _____, 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.

Appendix A

Signed Agreement/Estimate dated 29 July 2016



Williams & Son Construction

P.O. Box 538, Savannah KY1-1502

Grand Cayman, Cayman Islands

Telephone: 345-321-7598/927-1278

RE: Brenda Whittaker Tulloch, Block 25C Parcel 425

P.O Box 245 GC

KY1-1104

ADDRESS TO: CIBC First Caribbean International Bank

Grand Cayman

GEORGETOWN

REGISTRATION DISTRICT: Brenda Whittaker Tulloch, Block 25C Parcel 425

Estimate for Addition on a Dwelling House:

(Contractor's Method or Replacement Cost Approach)

BUILDING CONSTRUCTION ESTIMATE

(Inclusive of labour, materials & specialist work)

FOUNDATION AND GROUND FLOOR SLAB	CIS\$14,000.00
EXTERIOR WALLS	CIS 5000.00
INTERIOR WALLS	CIS 3200.00
ROOF CONSTRUCTION & FINISH	CIS 7700.00
WINDOWS & DOORS	CIS 1500.00

FINISHES

EXTERIOR WALLS	CIS 3900.00
INTERNAL WALLS	CIS 4700.00
FLOORS	CIS 3000.00
CEILING	CIS 2700.00

FIXTURES & FITTINGS (BATHROOM AND CLOSET) CIS 1000.00

APPLIANCES (SANITARY & KITCHEN EQUIPMENTS) CIS 2000.00

SERVICES: PLUMBING INSTALLTION	CIS 5300.00
ELECTRICAL INSTALLATION	CIS 7000.00
AIR CONDITION	CIS 2100.00
TOTAL	CIS\$63,100.00

NB: KITCHEN CABINETS ALONG WITH DRAINAGE (SEPTIC TANK) ALREADY PROVIDED

Contractor Signature 

Date: July 20, 2016

REGISTRATION DISTRICT: Brenda Whittaker Tulloch, Block 25C Parcel 425

Estimate for Addition on a Dwelling House:

Based upon specification of the drawings. We are pleased to submit a quotation for expansion to be done on residence located at block and parcel 25c 425. A 946 sq.ft. expansion to include 2 Bedrooms, 2 Bathrooms extending the living, kitchen, sleeping areas, Foundation Walls, Roof, Interior and Exterior works.

(Contractor's Method or Replacement Cost Approach Breakdown)

Stage 1

To Erect Foundation, Exterior Wall & Interior Wall, 50% of Electrical Work, 35% of Plumbing Work which gives a Total of \$27,700.00.

Stage 2

To Erect Roof, Exterior Finish, Windows & Doors, Interior Finish, Ceiling, 30% of Electrical Work which gives a Total of \$22,600.00

Stage 3

Flooring, Air Condition, 65% of Plumbing, 20% of Electrical Work, Bathroom Fixtures and Appliances which gives a Total of \$12,800.00

The Contractor Agrees to hold back a Retention of (5%) which is equal to C\$3155.00 until the Certificate of Occupancy has been issued.

Completion of Stages 1, 2 & 3 gives a grand Total of \$66,255.00

Looking forward to a successful business with you.

Thanks in advance

Appendix B

Proposed Addition Floor Layout. (Existing Kitchen Area to be Nursery)

general notes

- THESE DRAWINGS SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY OTHER USE IS PROHIBITED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
1. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
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 5. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

DRAWING REVISION:

No.	DATE	DESCRIPTION

project:

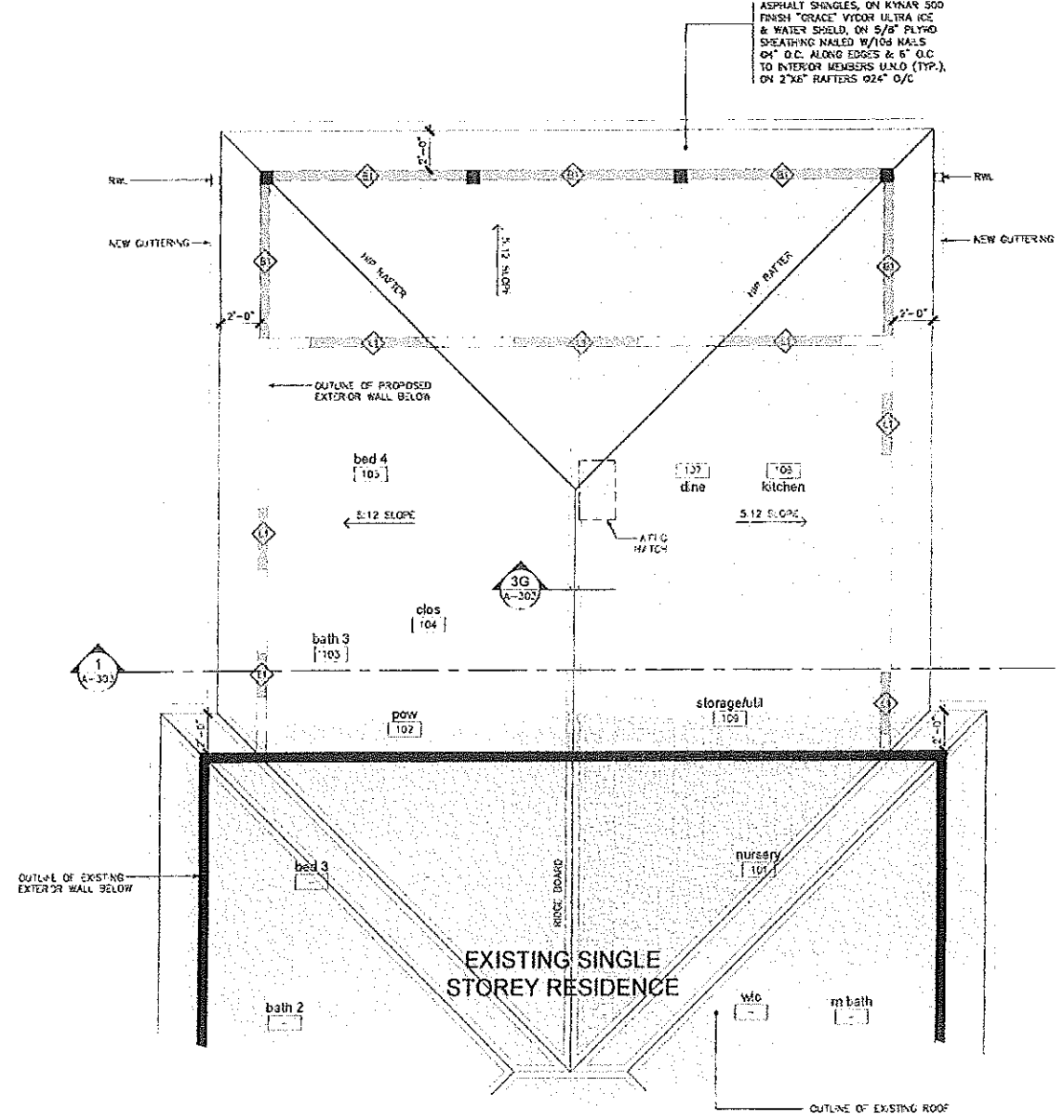
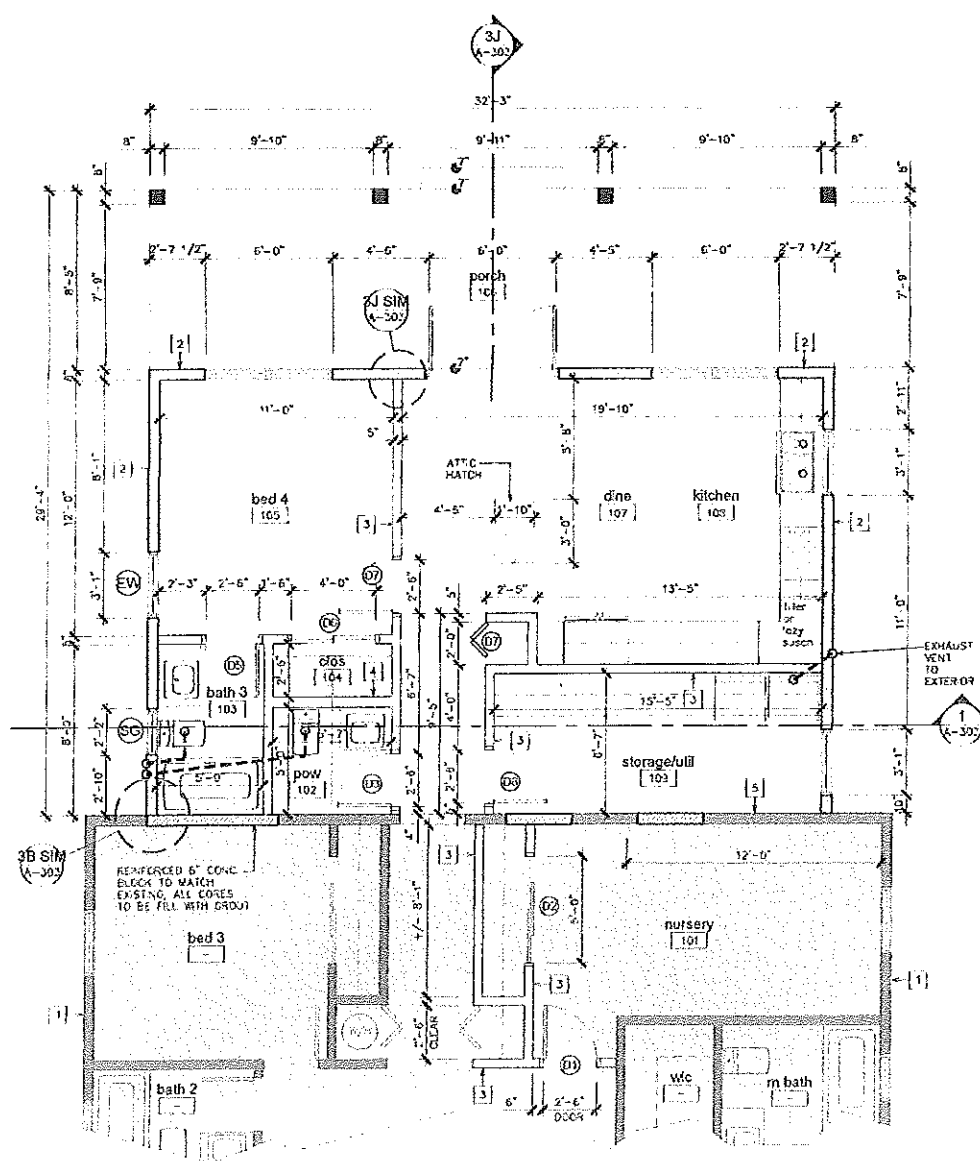
GUS & BRENDA HOME ADDITION

BODDEN TOWN

drawing:

PROPOSED ADDITION AND ROOF PLAN

drawn by #	start date #
DC	AUG-2015
project #	
15-04	
drawing #	revision #
A-201	0



1 PROPOSED ADDITION FLOOR LAYOUT SCALE: 1/4"=1'-0"

2 PROPOSED ROOF PLAN SCALE: 1/4"=1'-0"

FOUNDATION WALL TYPE	WALL TYPE LEGEND
WATER PROOFING MEMBRANE OR 1/2" CEMENT RENDER (EXPOSED EXT. WALLS ONLY), ON 8" REIN. CONCR. BLK., FILL ALL CORES WITH GROUT, SEE DETAIL 1/A-304	EXISTING 6" CONCRETE BLOCK WALL
AREAS TO GROUT, INDICATES SLAB THICKENING, SEE DETAIL 5/A-305	EXTERIOR FINISH TO MATCH EXISTING, ON 6" REINFORCED CONCRETE BLOCK WITH NO.4 VERTICAL REBAR SPACED 16" O/C, AND 9 GAUGE DSH-D-WALL OR EQUIVALENT HORIZONTAL LADDERING TYPE REINFORCEMENT SPACED 16" O/C. FILL ALL CORES WITH GROUT, ON 1/2" RENDER WITH (2) COAT PAINT FINISH, COLOUR BY OWNER.
INDICATES OPENINGS IN WALL ABOVE, SEE DETAILS	1/2" GYP. BD. (BOTH SIDES), TAPE, PRM. (2) COATS PAINT FINISH, ON 2"x4" PT. WOOD STUD @16" O/C, WITH BATT INSULATION. NOTE: IN WET AREAS (SUCH AS WASHROOMS), REPLACE 1/2" GYP. BD. WITH 1/2" TILE BACKER OR YELLOW BOARD, FINISH BY OWNER.
	1/2" GYP. BD. (BOTH SIDES), TAPE, PRM. (2) COATS PAINT FINISH, ON 2"x4" PT. WOOD STUD @16" O/C, WITH BATT INSULATION. NOTE: IN WET AREAS (SUCH AS WASHROOMS), REPLACE 1/2" GYP. BD. WITH 1/2" TILE BACKER OR YELLOW BOARD, FINISH BY OWNER.

GENERAL NOTES	LINTEL LEGEND
1. ALL CONCRETE BLOCK TO BE REINFORCED W/RE-BAR AS SPECIFIED IN ARCH. STRUCTURAL DRAWINGS, AND ALL CORES MUST BE FILLED WITH CEMENT GROUT	INDICATES EGRESS WINDOW WITH SAFETY GLAZING IN ACCORDANCE TO CSC 2405.2.1 (4) IN ADDITION TO 1003.4.3 & 1005.4.4
2. ALL WALL TYPES TO BE FULL HEIGHT TO UNDERSIDE OF ROOF JOIST UNLESS NOTED OTHERWISE	INDICATES SAFETY GLAZING IN ACCORDANCE TO CSC 2405.2.1 (4)
3. REFER TO TRUSS PLANT DRAWINGS FOR ROOF BUILD-UP	INDICATES SMOKE DETECTOR
4. ALL DRYWALL PARTITION IS TO BE 5/8" GYPSUM BOARD, TAPE, PRM. AND (2) COATS PAINT FINISH, IN ALL WET AREAS, SUCH AS WASH-ROOMS TO HAVE TILE BACKER INSTEAD OF GYP UNLESS NOTED OTHERWISE	
5. DRAWINGS ARE NOT TO BE MEASURED, AND ANY DISCREPANCY MUST BE REPORTED TO ARCHITECT BEFORE CONSTRUCTION	

1 GENERAL NOTES AND LEGEND SCALE: 1/4"=1'-0"

FOR PERMIT APPROVAL

Appendix C

Copy receipts for additional unforeseen expenses.

0458

SALES RECEIPT



Otis Air Conditioning Ltd.
51 Sleepy Hollow Drive, Industrial Park
PO Box 11142
Grand Cayman KY1-1008
T: (345) 945-7167 / 24 Hours: (345) 916-1992
www.OtisAir.ky

RECEIPT NO: 08/28/17
DATE: 08/28/17
CUSTOMER ID: WALKIN

SOLD TO: Name Brenda Tulloch
Company Name _____
Street Address 89 CANYON DAWN DR, Frank Hall Homes
PO Box & KY _____
Phone / Email 525-0232

PAYMENT METHOD	CHECK NO & CI DL / OTHER INFO	JOB / CUSTOMER REFERENCE
Check [] Cash [] Visa/MC []	<u>014143 + \$95 ON CARD</u>	

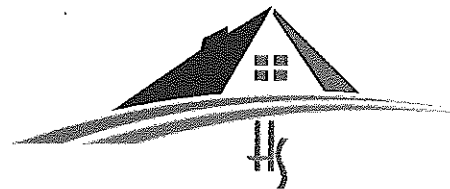
QTY	ITEM #	DESCRIPTION	SALE PRICE	LINE TOTAL
<u>(1)</u>		<u>2 1/2 TON 14 SEER DAIKIN FULL SYSTEM</u>		<u>\$1,890.00</u>

Delivery Instructions / Additional Information:
PAID IN FULL + to be delivered - PAID ALSO.

TOTAL	<u>\$1,890</u>
DEPOSIT	
BALANCE	<u>\$1,890</u>

All figures stated in Cayman Islands Dollars. For delivery option, 50% deposit due at purchase. Balance due on delivery.
All purchases final. No refunds. Free Delivery within following week of purchase.
Warranty: Daikin central systems-5 years compressor, 1 year parts. Daikin mini-split-3 years compressor, 1 year parts.

THANK YOU FOR YOUR BUSINESS!



HYDES & SONS
 P.O. Box 10184
 Grand Cayman KY1-1002
 Tel: 345-949-7062 / Fax: 345-949-3635
 Email: service@hydessoons.ky
 Website: www.hydessoons.ky

INVOICE

Date	Invoice #
7/24/2017	19253

PAID
 07/31/2017

Bill To
 Brenda Tulloch
 P.O. Box 488
 Grand Cayman KY1- 1106
 525-0232
 BrendaTulloch@jacquesscott.com

Ship To
 89 Canyon Down Drive
 Frank Hall Homes
 Off Adventure Road
 Off Eastwest Arterial Road

P.O. #	TERMS	REP

Part No.	Description	Qty	Price	Total Amount
PATIO ENCL	To enclose patio area with white patio extrusion consisting of patio charcoal screen with picket system and 1-36" swing door over the following openings: (With Pet Proof on the Bottom Half) 2 - 7'9" X 6'6" 2 - 9'10" X 6'6" 1 - 9'11" X 6'6"	1	2,691.00	2,691.00

<p>(1) Our products shall remain the property of Hydes & Sons until the final payment is made. Hydes & Sons shall not be responsible for any damages occur during the removal of any product where there is breach of any agreement. (2) Hydes & Sons shall not be responsible for any damages incurred on conduit pipe (electrical/water) during installation.</p> <p>Signed By: _____ Date: _____</p> <p>NOTE: All screens must be collected within 5 days starting from the date of your order. We will not be held responsible for the loss or damage.</p> <p>BALANCE DUE UPON COMPLETION OF WORK. THANK YOU FOR YOUR BUSINESS!</p>	<p>Total \$2,691.00</p>
	<p>Payments -\$2,691.00</p>
	<p>Balance Due \$0.00</p>



PARAMOUNT CARPET SALES & SERVICE
 BOX 10236
 George Town, Grand Cayman
 KY1-1002
 (345) 949-5000
 (345) 949-6277

4/20/2017
 11:26:09 AM
 Page 1 of 1
 PO No.

Cash Sale

BRENDA TULLOCH

Invoice 440192

Ship To:

Phone:

Clerk KARLENE HENRY

Part Number	Description	Ordered	Price	Total
VEM193	BATI ORIENT MIX BLUE/ STEEL GLASS MOSAICS (1"X1" GRD) 12" X 12" SHEET	15.00	17.44	261.60

Cash	\$300.60	Sub Total	\$261.60
Change	\$39.00	Total	\$261.60

Signed:

INTERESTS:
 Interest of 2% per month will be applied to accounts in arrears for more than 60 days. The interest will be calculated on the overdue amount, compounded monthly.

RETURN POLICY:
 All good exchange or returns must be made within 30 days from purchase date. All returns will be subject to a restocking fee of 25% on thinset, grout & cement products and 10% on all other merchandise. There are no returns on special ordered goods and discontinued products.

RETURNED CHEQUES:
 Returned cheques will be charged additional \$25 for bank service charges and \$20 for administrative charges.

 The company remains the right to initiate legal actions on any charged invoices or non-cash payments which become delinquent. The full commercial value of the legal costs will be on customer's account.



PARAMOUNT CARPET SALES & SERVICE
 BOX 10236
 George Town, Grand Cayman
 KY1-1002
 (345) 949-5000
 (345) 949-6277

5/16/2017
 8:41:47 AM
 Page 1 of 1
 PO No.

Cash Sale

BRENDA TULLOCH

Invoice 441841

Ship To:

Phone:

Clerk GARY RANKIN

Part Number	Description	Ordered	Price	Total
TIFFANY	GAYAFORES TIFFANY 13.5" X 26.44" 14.87SF 6 BX	89.22	2.50	223.05
DECO TIFFANY	GAYAFORES DECO TIFFANY 13.6" X 26.8"	10.00	5.75	57.50
VEM193	BATH ORIENT MIX BLUE/ STEEL GLASS MOSAICS (1"X1" GRD) 12" X 12" SHEET	30.00	17.43	522.90
MTSW50	JAMO VERSABOND MULTIPURPOSE THINSET WHITE 50LBS	5.00	20.00	100.00
PBG16510	JAMO DELOREAN GRAY #165 UNSANDED GROUT 10LBS.	1.00	9.60	9.60
316.72	GENOTEK 1/2" EDGE DIVIDER BRIGHT SILVER 8'	4.00	22.00	88.00

Cash
Change

\$1,010.00
\$8.95

Sub Total	\$1,001.05
Total	\$1,001.05

Signed:

INTERESTS:
 Interest of 2% per month will be applied to accounts in arrears for more than 60 days. The interest will be calculated on the overdue amount, compounded monthly.

RETURNED CHEQUES:
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The company remains the right to initiate legal actions on any charged invoices or non-cash payments which become delinquent. The full commercial value of the legal costs will be on customer's account.

RETURN POLICY:
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A.L. Thompson's
P. O. Box 10292 GT
189 North Sound Road
George Town, Grand Cayman KY1-
1003
(345) 949-8622
(345) 949-7188

Sales Receipt

Transaction #: 61976544
Account #: 000010008426
Name: BRENDA TULLO
Date: 6/29/2017 Time: 12:48:55 P
Cashier: ym Register #: 5

Item	Description	Amount
0459230943 92	S9439 BULB 13W NATURAL LIGHT PAR30 LONG NECK LED 5000K 60' BEAM SPREAD MEDIUM BASE 120V DIMMABLE	\$17.50
0459230943 92	S9439 BULB 13W NATURAL LIGHT PAR30 LONG NECK LED 5000K 60' BEAM SPREAD MEDIUM BASE 120V DIMMABLE	\$17.50
0459230943 92	S9439 BULB 13W NATURAL LIGHT PAR30 LONG NECK LED 5000K 60' BEAM SPREAD MEDIUM BASE 120V DIMMABLE	\$17.50
0459230943 92	S9439 BULB 13W NATURAL LIGHT PAR30 LONG NECK LED 5000K 60' BEAM SPREAD MEDIUM BASE 120V DIMMABLE	\$17.50
169636541 29	SL-5412-WH SECURITY LIGHT WHIT MOTION SENSOR 180DEG WITH BULB SHIELDS	\$32.00
169636541 29	SL-5412-WH SECURITY LIGHT WHIT MOTION SENSOR 180DEG WITH BULB SHIELDS	\$32.00
290540003 19	GARAGE1 FIRE EXTINGUISHER RED RED	\$21.00
1FL RT03	TRIM BAFFLE 4" CHROME RT03 617 555	\$70.80
432430005 10	108217P TRIM 4" WHITE 4 @ \$10.80	\$43.20
290545130 4	9120B SMOKE ALARM AC/DC	\$13.75
870527245 12	618372454 12.8 OZ ODOR & MOIS URE ABSORBER	\$7.75

R20 CFL 5000K
82CRI MEDIUM
BASE 120V
6 @ \$8.50
0459230725 S7256 BULB 11W \$51.00
67 NATURAL LIGHT
R20 CFL 5000K
82CRI MEDIUM
BASE 120V
6 @ \$8.50

=====
Sub Total \$392.50
Total \$392.50

Debit KYD Tendered \$245.50
Gift Card KYD Tendered \$147.00
Number:1003385
Previous Balance \$147.00
New Balance \$0.00
Change Due \$0.00



61976544

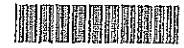
Thank you for shopping at
A.L. Thompson's
Please visit us at althompson.com
DUPLICATE RECEIPT

A.L. Thompson's
P. O. Box 10292 GT
189 North Sound Road
George Town, Grand Cayman KY1-
1003
(345) 949-8622
(345) 949-7188

Sales Receipt

Transaction #: 61969181
Account #: 000010008426
Name: BRENDA TULLO
Date: 6/24/2017 Time: 2:55:37 PM
Cashier: sj Register #: 4

Item	Description	Amount
LAM 407W	407W VENT KIT 4" X 8" DRYER	\$8.55
0496945018 75	50187 FAN CEILING 52" MARIBEL NEW BRONZE	\$163.00
0398990041 99	418 LAMA FLEX TUBING 4"X8	\$7.15
0398990024 44	244 CONNECTOR ALUMINUM 4" DUCT	\$1.45
MAESUP	FRUIT SNACK	\$4.00
CAA-02818	WELCH'S 2.5OZ	
7679221945 19	GP-RETR-AUX- BLK-AUX-CABLE RETRACTABLE 3.6MM	\$8.50
	Sub Total	\$184.65
	Total	\$184.65
	Debit KYD Tendered	\$184.65
	Change Due	\$0.00



61969181

Thank you for shopping at
A.L. Thompson's
Please visit us at althompson.com
DUPLICATE RECEIPT



EDUARDO MILLER
International Lighting & Design
Box 22 BT Grand Cayman KY1-1601

Phone: (345) 949-5141
Fax: (345) 949-6735

INVOICE 10245

ORDER NO.	INVOICE DATE		
DATE SHIPPED	SHIPPED VIA		
NO. PCS.	WT.	FOB	TERMS

SOLD TO

Brenda Whitaker

**NO EXCHANGE ON BREAKERS
INT, LIGHTING**

Spot Newlands Phone 939 5637
89 Coegon Down Drive

QUALITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		Oasis 24' White Vanity w/glass top	1,200	1,000.00
1		24' Modern Bathroom Vanity - White Glass Basin	1,200	1,000.00
<p>CASH PAID</p> <p>BATHROOM PALACE Ed's Plaza "Affordable Luxury" 949-2914</p> <p>Both The Plaintiff and The First Defendant Paid CI\$1,000.00.</p> <p>NO Refund. store credit only</p> <p><i>[Signature]</i> 30/01/17</p> <p>15% RE-STOCKING FEE • EXCHANGE IN 7 DAYS. NO CASH REFUNDS NO EXCHANGE AFTER 7 DAYS. NO REFUNDS</p>				
				2,000.00