

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



CAUSE NO. SC 236 OF 2017

BETWEEN:

- (1) APRIL RITTER
- (2) ANDREW RITTER



AND:

VC VENTURES LTD. T/A STONE PROS

PLAINTIFFS

DEFENDANT

PLAINT

TO THE DEFENDANT of P.O Box 30427, Grand Cayman, Cayman Islands, KY1-1202

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the 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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without further notice to you.

Issued this 27<sup>th</sup> day of November, 2017.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

### The Parties

1. The Plaintiffs are Mr. Andrew Ritter and his wife, April Ritter of PO Box 2075, Grand Cayman, KY1-1105 (together "the Plaintiffs").
2. The Plaintiffs are the owners, of a property known as, 34 Lavender Way, Grand Cayman ("the Property").
3. The Defendant is VC VENTURES LTD. trading as Stone Pros, a duly incorporated Cayman Islands Company ("the Defendant").
4. The Defendant markets itself as one of the islands finest stone suppliers, fabricators & installers of marble, granite, quartz & glass.

### The Agreement

5. By a contract made between the Plaintiffs and the Defendant, on or about 10 May 2016, and addended on 20 February 2017 ("the Contract"), the Defendant agreed to carry out various building works, including amongst other things, master bathroom tile work and shower door, glass and hardware delivery and installation at the Property ("the Works").
6. The Works were identified and specified in the Contract.
7. There were implied terms of the Contract:
  - (i) that the goods and materials supplied under the Contract and used in the construction and finishing of the Property were of satisfactory quality;
  - (ii) that the goods and materials supplied under the Contract and used in the construction and finishing of the Property were reasonably fit for the particular purposes for which they were being acquired;
  - (iii) that the Defendant would carry out the work and the construction and finishing of the Property with reasonable care and skill;
  - (iv) that the work in or about the construction and finishing of the Property was done in a workmanlike manner with proper materials and so that, as regards to that work, the Property when completed would be free from defects; and
  - (v) that Works, to a satisfactory standard, would be completed within a reasonable time.

### Breaches

8. In accordance with the terms of the Contract the Plaintiffs paid the Defendants in advance for a special order of the shower door and accompanying hardware.
9. Despite paying for the said shower door and accompanying hardware in May 2017, it has not been delivered as repeatedly requested.
10. The Defendant in breach of the contract has also failed to carry out the Works regularly, diligently and in a good and workmanlike manner to ensure that they were completed properly and within a reasonable time.
11. Defects have arisen in that glass tiles installed in the bathroom have cracked and the delays in completing some of the works caused a knock-on delay in completion of the Property.
12. The Defendant has on numerous occasions orally and in writing promised the Plaintiffs that the works would be completed and that defects which had arisen would be remedied.
13. In breach of the said Contract the Defendant has failed:
  - (a) To carry out the work (including all incidental work, remedial work and fittings to ensure that the Works were completed properly) regularly and diligently and in a good and workmanlike manner;
  - (b) To carry out the Works so as to ensure that they were completed properly in accordance with the Contract
  - (c) To carry out the Works in a good and workmanlike manner in accordance with the agreed specifications;
  - (d) To complete the Works within a reasonable time or at all;
  - (e) To Complete the Works to a satisfactory standard within a reasonable time;
  - (f) To act in good faith and use its best efforts to ensure that the Works would be completed within a reasonable time;
  - (g) To ensure that the goods and materials used in the construction and finishing of the Property were of satisfactory quality suitable for their intended purpose;
  - (h) To ensure that the fittings, goods and materials used in the construction and finishing of the Property were reasonably fit for the particular purposes for which they were being acquired;
  - (i) To carry out the Works and the construction and finishing of the Property with reasonable care and skill; and

- (j) To ensure that the Works and all necessary work in or about the construction and finishing of the Property were done in a workmanlike manner with proper materials and so that, as regards to that work, the Property when completed would be free from defects.
14. The Plaintiffs are not satisfied in the quality of workmanship of the Defendant relating to the Works, and have lost faith in the Defendant completing any work within a reasonable time based upon multiple delays during all aspects of the various building works, so that they requested the Defendant deliver the shower door, glass and hardware with the intention of having the master bathroom tile work redone by someone other than the Defendant, and the shower door, glass and hardware installed by someone other than the Defendant.
15. As a result of the defects and poor workmanship the Plaintiffs have not paid for the works carried out by the Defendant which were defective and/or poor, in the sum of CI\$3,398.10. They have been advised that they will be required to carry out remedial works in order to complete construction and remedy the defects and poor workmanship.
16. As at the date of issue of the Plaint, the shower door, glass and hardware which have been paid for have not been delivered.
17. The Plaintiffs have demanded both orally and in writing that the Defendant provide the shower door, glass and hardware, or in the alternative the Defendant refund the amount paid for the shower door, glass and hardware in May 2017.
18. Notwithstanding these demands, the Defendant in breach of the terms of the Contract has refused and refuses to take any steps required.
19. The Plaintiffs have suffered as a result the Defendant's breaches.

Particulars of defective workmanship and/or materials

20. By reason of the Defendant's breaches of the Contract and/or as result of the Defendant's failure to complete the Works to a satisfactory standard the Plaintiffs will be required to carry out remedial works in order to complete construction and remedy the defects ('the Remedial Works').
21. In the premises the Plaintiff will be required to carry out Remedial Works, including but not limited to:

Particulars of Loss

*Remedial Works required in correcting defective workmanship*

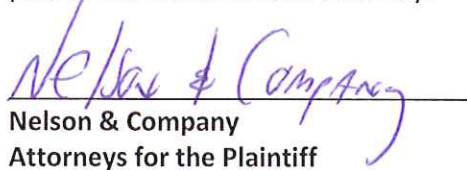
Description of Work	Remedial Cost CI\$
Remove all bathroom glass tile, thinset and grout prepare area to accommodate tiles, take apart shower base and prep new base	800
	652

Supply tiles to install within \$2:70 rage per SF	500
Supply and install thinset, grout and metal strip	105
Supply and install 1 Hydro band waterproofing	2500
Labour for the above	1702
Supply and install 1 two panel shower frameless 3/4" clair tempered glass with brass nickels hardware.	
<b>Total Cost of Remedial Works</b>	<b>CI\$ 6,260.00</b>

**The Plaintiffs therefore claims against the Defendant**

- (a) Judgment in the sum of **CI\$ 6,260.00** or such other sums as may be due at date of trial;
- (b) Pre-and post-judgment calculated pursuant to the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time;
- (c) Costs; and
- (d) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$ 6,260.00** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

  
**Nelson & Company**  
**Attorneys for the Plaintiff**

Plaintiff's address for service:

31 The Strand,  
46 Canal Point Drive,  
PO Box 2075,  
Grand Cayman KY1-1105, Cayman Islands

This Plaint was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

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ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

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2. State whether the Defendant intends to contest the action (tick box)

YES  NO

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3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES  NO

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4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

**Service of the**

**Plaint is acknowledged accordingly.**

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Defendant's Signature

Dated this \_\_\_\_\_ day of November, 2017

**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.

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Defendant's Signature

**REMINDER** – This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.