



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

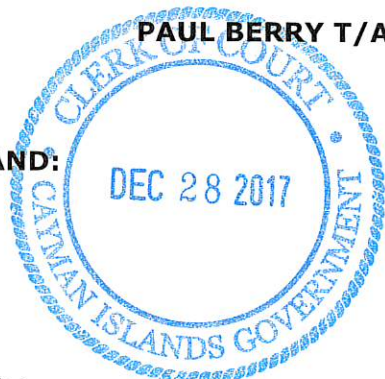
CAUSE NO. SC 252 OF 2017

BETWEEN:

PAUL BERRY T/A PAUL'S METAL ROOFING & GUTTERING

PLAINTIFF

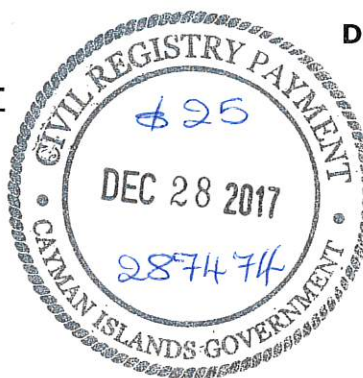
AND:



McRUSS GROUP LTD.

DEFENDANT

PLAINT



To:
McRuss Group Ltd.
P.O. Box 434
Party Lane
Prospect
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 28th of December 2017

See overleaf for particulars of the Plaintiff's claim.

This **Plaint** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4th Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

PARTICULARS OF CLAIM

1. At all material times the plaintiff carried on business as a building contractor in the Cayman Islands.
2. On or about June 2015 by an oral contract made between the plaintiff and Charles L. Russell Jr on behalf of the defendant, the plaintiff agreed to supply and install a standing seam roof, seamless guttering and downspout to a property in Crystal Harbour, George Town, Grand Cayman ("the property") for the total price of CI\$35,328.25.
3. At a precise date unknown between June and September 2015 a further oral contract was made between the plaintiff and Charles L. Russell Jr on behalf of the defendant whereby the plaintiff agreed to supply and install a fascia wrap at the property for \$2,371.50.
4. At a precise date unknown, between June and September 2015, a further oral contract was made between the plaintiff and Charles L. Russell Jr on behalf of the defendant whereby the plaintiff agreed to supply and install a fascia wrap, seamless guttering and downspout at a property in Crystal Harbour for \$2,875.
5. Pursuant to the said contracts the plaintiff has supplied and installed at the property the agreed items and the defendant has paid the total sum of \$34,000 as follows:
 - (1) \$18,000 on agreeing the initial contract
 - (2) \$11,000 on 4 September 2015
 - (3) \$5,000 on 6 November 2015.
6. In breach of the said contracts the defendant has refused to pay the balance of the sums agreed totalling \$6,574.75 and the same is due and owing to the plaintiff.
7. The Plaintiff also claims interest on the said sum.

10. **STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from the date that the said sum became due at the rate of 2 3/8% per annum on sum due and owing until payment and in accordance with the provisions of the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed is as per the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.
- c) Interest is claimed from the 10th September 2015 being 7 days from the date of completion of the work in accordance with the payment terms.

- d) The amount of interest owing at date of issue of this Plaintiff is \$352.80.
- e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$0.42.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$6,574.75.
- (ii) Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (20 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (ii) Costs or alternatively fixed costs in the sum of CI\$200.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff Attorneys-at-Law the total amount claimed of CI\$6,574.75 (together with interest and costs of CI\$200.00) all further proceedings will be stayed.

Dated this 28th day of December 2017



KSG Attorneys-at-Law
Attorneys for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2017

BETWEEN:

PAUL BERRY T/A PAUL'S METAL ROOFING & GUTTERING

PLAINTIFF

AND:

McRUSS GROUP LTD.

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 , 201

See Overleaf

This Plaintiff was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4th Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

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.

This Plaintiff was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4th Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.