



PLAINT



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC ²⁴ OF 2018

BETWEEN: WILNER BELFONG PLAINTIFF
AND: DOUGLAS HURLSTON DEFENDANT



TO: Mr. Douglas Hurlston
George Town, 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's Office, P.O.Box 495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest 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 further notice to you.

Issued this ^{23rd} day of February, 2018.

PARTICULARS OF CLAIM

1. The plaintiff resides at Savannah. Grand Cayman.
2. The defendant is a Roofer and resides in George Town, Grand Cayman, Cayman Islands.
3. In or around October 2017, the plaintiff entered into an oral agreement with the defendant whereby the defendant agreed to provide labour only to the plaintiff to install standing seam roofing on the plaintiff's dwelling house at 67 Bay Island Avenue, Savannah, block 24E, Parcel 648 for the contract price of CI\$15,000.00.
4. The plaintiff was working on completing the said dwelling house.
5. The plaintiff had initially planned to install shingles on the roof but was encouraged by the defendant to install standing seam instead to which he agreed.
6. That following a discussion between the parties about the size of the metal that the plaintiff preferred to use for the standing seam, the defendant subsequently informed the plaintiff that the chosen metal size would cost more .
7. That as a result, the defendant told the plaintiff that the price would be a bit more than the CI\$15, 000.00 and both parties agreed on an additional CI\$1,000.00 more on top of the CI\$15,000.00 bringing the total contract price to CI\$16,000.00.
8. It was further agreed that if the plaintiff paid the defendant 50% of the contract price, the defendant, besides installing the standing seam, would also add the installation of the guttering and facial board for the same price of CI\$16,000.00.
9. The plaintiff provided the 50% in the form of a bank draft dated October 23, 2017 from CNB in the sum of CI\$8,000.00 which he delivered to the defendant on the same day of purchase. The defendant promised the plaintiff that he would call his metal supplier to advise of the right metal size and have it delivered.
10. The defendant promised to complete the work in two (2) weeks from the commencement date.
11. That some time in November 2017, after the end of the two week period, the plaintiff inquired of the defendant what the status was and how early he was going to commence the work.
12. The defendant admitted he had not contacted his supplier and asked the plaintiff to work with him and to give him 'until December 2017' to get the work done.
13. That around the second week in December 2017, the plaintiff called the defendant's phone several times to get an update but the defendant refused to answer the phone. The plaintiff subsequently learned that the defendant had travelled to Honduras on vacation.

14. That in January 2018, the plaintiff again sought to contact the defendant by phone without any success, Eventually the defendant sent him a text on Monday, January 6, 2018 stating that he(the defendant) was returning to Cayman from Honduras on that day and that he would give the plaintiff ' a shout' upon his arrival.
15. The defendant never called the plaintiff upon his return to Cayman.
16. Thereupon the plaintiff sought assistance from the Police who told the plaintiff that they can't interfere because it was a civil matter and that he needed to speak to a lawyer.
17. The plaintiff discussed the matter with an attorney who he believes called to speak with the defendant but this did not yield any fruitful results. The plaintiff later came to learn that the defendant used to be a client of the said attorney.
18. The plaintiff finally called again and reached the defendant on the phone at which time the defendant told him that he, the defendant was not going to install any roof for him anymore because he went to discuss the matter with his lawyer and that he must find someone else to install the roof, guttering and facial board.
19. That when in the course of the phone discussion the plaintiff asked the defendant what about his CI\$8,000.00, the defendant hang up the phone on the plaintiff.
20. That by way of text messages, the defendant promised to return to the plaintiff the said sum of CI\$8,000.00 but to date the said defendant has failed/refused to return the money to the plaintiff despite demands made upon the defendant, clearly breaching his contract with the plaintiff.
21. As a result of the defendant's breach of contract, the plaintiff has suffered loss and damages and seeks and is entitled to the relief sought.

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT

- a) Damages in the sum of CI\$8,000.00
- b) Fixed costs of CI\$150.00 plus filing fees or costs to be assessed.
- c. Pre- and Post Judgment interest from January 1, 2018 to date of full payment at the prescribed rate of 2 3/8% per annum pursuant to the Judicature Law (2013 Revision) and the Judgment Debts(Rates of Interest)Rules, as amended from time to time
- d. Such further and/or other relief as the Honourable Court deems just.

DATED this 23rd day of February, 2018


Morris Garcia

STATEMENT REGARDING INTEREST

1. Interest is claimed from the date of filing of the Plaintiff.
2. Rate of Interest is $2 \frac{3}{8}\%$ per annum.
3. The amount of interest accruing each day from the issue of the Plaintiff is C\$0.52 per day.

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, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.