

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO SC 115 OF 2018

BETWEEN:

JOSELITO LEONARDO SOLIDUM

AND

TOUSSAINT BURKE



PLAINTIFF

DEFENDANT

PLAINT

To: The Defendant
TOUSSAINT BURKE P.O. Box 2192 GT
Grand Cayman
Phone: 922-0195/324-2872



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 Acknowledgement of Service form stating therein whether 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 Judgement** without any further notice to you.

Issued this 6 day of June 2018.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. In December 2017, the Plaintiff and the Defendant contracted for the provision by the Plaintiff of ICF Wall Construction of ground floor for the proposed Watts Residence at the Boulevard Block 21B Parcel 73 in South Sound, Grand Cayman.
2. The agreement is evidence by the Plaintiffs signed agreement dated 14 December 2017, copy of the said agreement being annexed to this Plaintiff.
3. It was agreed that in the consideration of the Plaintiff providing the ICF Wall Construction the Defendant would pay the Plaintiff the agreed price of CI\$12,405.90 set out on the Plaintiff's invoice, as follows:
 - a. CI\$ 4,000.00 before commencement of works ("First payment")
 - b. CI\$ 2,000.00 2nd Payment.
 - c. The balance of CI\$ 6,405.90 ("Balance of Payment") of works.
4. Despite various demands by the Plaintiff and being in breach of the said agreement, the Defendant had failed or neglected to pay the Balance of Payment due to the Plaintiff.
5. The Plaintiff claims for Monies due and owing under the agreement.

STATEMENT REGARDING INTEREST

- (a) The Plaintiff seeks pre and post judgment interest in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest Rules as amended from time to time).
 1. The rate interest claimed is 2 3/8% per annum.
 2. The date from which Interest is calculated is 13 January 2017.
 3. The total amount of interest claim as at 13 May 2017 is CI\$ 63.55
 4. The amount of interest accruing each day thereafter is CI\$0.43

AND THE PLAINTIFF CLAIMS:

- (i) The said of CI\$6, 405.90 balance of payment.
- (ii) Interest on the said sum of CI\$ 63.55 pursuant to the Judicature Law (2007 Revision) with Interest accruing at the rate of CI\$0.43 per day until satisfaction of the debt.
- (iii) Fixed costs of CI\$150, alternatively cost to be assess plus filing fees

If within the time for returning of the *Acknowledgement of Service* form the Defendant pays to the Plaintiff the total amount claimed of \$ 6,405.90 (together with interest of C\$ 63.55 and costs of C\$150) all further proceedings will be stayed.

Dated this 6th day of June 2018.



Signed: Joselito Leonardo Solidum

To: The Defendant, Toussaint Burke
Genesis Construction Company Ltd.
P.O. Box 2192 George Town
Grand Cayman.

This Plaint was issued by the Plaintiff, Joselito Leonardo Solidum whose address for service and correspondence is 80 North Church Street, George Town, Grand Cayman, Cayman Islands. P.O. Box 11926, KY1-1010 (Email: rdm@candw.ky).



ICF SOLUTIONS LTD.

INSULATING CONCRETE FORM BUILDER

Thursday, December 13, 2017

ATTN: **Toussaint Burke**
President/Project Manager
Genesis Construction Company Ltd.

RE: **ICF Wall Construction Cost Proposal** for the Proposed Watts Residence,
The Boulevard, Block 21B Parcel 73

Dear Mr. Burke,

Our estimated cost to construct the above mentioned project (ICF Labor Only), all in accordance with the specifications and drawings provided, breakdown as follows:

SCOPE OF WORK

- GROUND PREPARATION WORKS
 - Wall setting out works
- CARPENTRY WORKS
 - Door and Window bucks fabrication and installation works
- STEEL WORKS
 - Reinforcing bars fabrication and installation
- FOAM BLOCK WORKS
 - ICF wall blocks laying
 - Alignment and bracing system installation
 - 4000 psi concrete ICF wall mix to 6 inch core.
- DEMOBILIZATION WORKS
 - Door and Window buck stripping and clean-up
 - Alignment and bracing system stripping
- FULL SUPERVISION

WALL AREA

1. Ground Floor: 3,308.24 SQ. FT.
2. Second Floor: 2,724.15 SQ. FT.
3. Gable Wall : 480.00 SQ. FT.

TOTAL WALL AREA : 6,512.39 SQ. FT.



ICF SOLUTIONS LTD.

INSULATING CONCRETE FORM BUILDER

Thursday, December 13, 2017

ATTN: Toussaint Burke
President/Project Manager
Genesis Construction Company Ltd.

RE: Downpayment Request for the **ICF Wall** Construction – Ground Floor for the
Proposed Watts Residence at The Boulevard, Block 21B Parcel 73

Dear Mr. Burke,

TOUSSAINT ONLY PAID \$1,000.00

FIVE THOUSAND DOLLARS

\$5,000.00

Requesting the amount of **Six Thousand Dollars (CI 6,000.00)**.
Representing 50 Percent **Downpayment** for The Ground Floor ICF Wall
construction.

Thank you for giving us the opportunity of working with you.

Please make check payable to **Joselito L. Solidum**.

Best regards,

Joselito Leonardo Solidum
Chief Operations Officer
345-9242109

14.12.17



ICF SOLUTIONS LTD.

INSULATING CONCRETE FORM BUILDER

MATERIAL TAKE-OFF

1. Ground Floor	Labor Cost	- 12,405.90
2. Second Floor	Labor Cost	- 10,215.56
3. Gable Wall	Labor Cost	- 1,800.00

TOTAL COST

24,421.46

24,000.00

SCHEDULE OF PAYMENT

Our schedule of payment to construct the above mentioned residence is as follows:

- 50 percent down payment **PER FLOOR**
Balance Through progress billing

ESTIMATED COMPLETION TIME

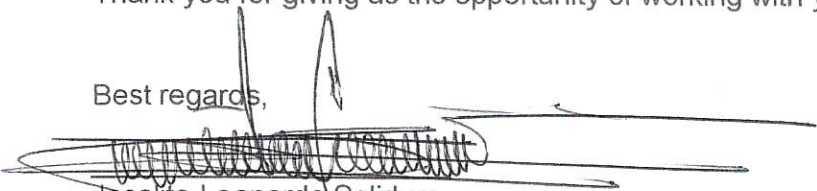
- 12 working days Per floor

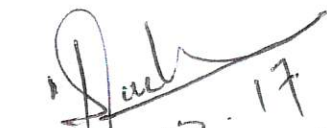
We trust that our price is satisfactory and hope to assist you in this and future projects.

Should you have any clarification, please do not hesitate to let me know.

Thank you for giving us the opportunity of working with you,

Best regards,


Joselito Leonardo Solidum
Chief Operations Manager
345-9242109


14-12-17

10 April 2018

Mr. Toussaint Burke
85 Duke Way, Red Bay
P.O. Box 2192
George Town, Grand Cayman
Cayman Islands

COPY BY HAND

Dear Mr. Burke,

Demand Letter: Non compliance with terms of Agreement.

We represent Mr. Joselito Leonardo Solidum of ICF Solutions Ltd. in this matter. Agreement to you signed on 14 December 2017 as Contractor for the proposed Watts Residence at The Boulevard, Block 21B Parcel 73.

We raised the matter of nonpayment after the completion of ground floor. But there has been no resolution of the issue or payment received.

"PAYMENT TERMS"

1. Payment shall be made on the ICF Wall Construction -Ground Floor total cost of CI\$ 12,405.90. And 50% down payment.
2. Our client only received payment of CI\$ **4,000.00**.
3. The total outstanding balance is CI\$ **8,405.90**

In the circumstances we place you on notice that if the payment as set out about are note made within 5 days, legal action will ensure for default of the agreement. In such circumstances, in addition legal cost will be claimed, and we will rely on this letter of demand.

Should you require further information, I am available and can be contacted through any of the means set out in this letter.

Yours faithfully,



Neisha Miller

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS HOLDEN AT
GEORGE TOWN IN THE**

CAUSE NO. SC _____ OF 2018

BETWEEN:

JOSELITO LEONARDO SOLIDUM

PLAINTIFF

AND:

TOUSSAINT BURKE

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intend to contest the proceedings

_____ Yes

_____ No

3. If the claim against the Defendant is for a debt or liquidation demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff.

_____ Yes

_____ No

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Date this _____ day of _____ 2018.

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

This form must be taken or send to the Court Office, P.O Box 495 GF, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.