

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 99 OF 2019

BETWEEN:

DONNOTE M. PARKER & AYON MCCOOK T/A PLUMBRITE

PLAINTIFF

AND:

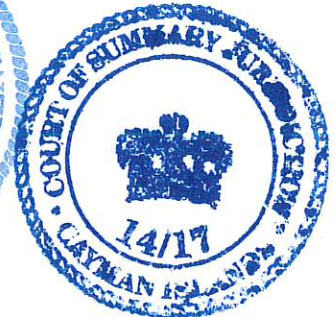
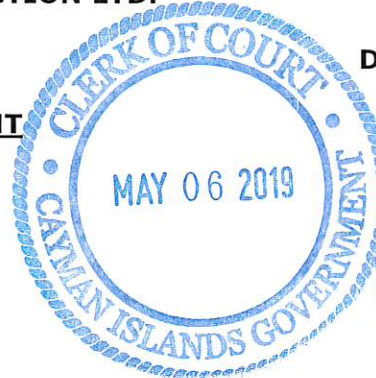
J&R CONSTRUCTION LTD.

DEFENDANT

To:
J&R Construction Ltd.
PO Box 1586
24 Shedden Road
George Town
KY1-1110
Cayman Islands



PLAINT



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 6 day of May 2019

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 plaintiffs carried on business as plumbing contractors in the Cayman Islands.

Wings Contract

2. On or about July 2015 by an oral contract made between Ayon McCook of the plaintiff and Robbie Moctezuma on behalf of the defendant, the plaintiffs agreed to provide plumbing works to a property known as Block 12C Parcel 236 owned by Mr. Wings with an agreed sum of \$14,000.
3. During the course of the completion of the contracted works the parties agreed that the plaintiff would provide extra services for the agreed sum of \$6,200.
4. By 11th August 2016 the plaintiff had completed all plumbing works.

Ristamaki Contract

5. On or about May 2016 by an oral contract made between Ayon McCook of the plaintiff and Robbie Moctezuma on behalf of the defendant, the plaintiffs agreed to provide plumbing works to a property known as Block 12C Parcel 123 owned by Mr. Ristamaki with an agreed sum of \$15,000.
6. Pursuant to the said contract the plaintiff completed all plumbing works and related services.

Dyson Contract

7. On or about June 2016 by an oral contract made between Ayon McCook of the plaintiff and Robbie Moctezuma on behalf of the defendant, the plaintiffs agreed to provide plumbing works to a property belonging to Jeffrey and Danielle Dyson at Glen Eden Road, George Town.
8. The parties agreed that the plaintiff would be paid the sum of \$14,500 for the services.
9. Pursuant to the said contract the plaintiff completed all plumbing works and related services.

Breaches of contract

10. In breach of the said contracts the defendant has refused to pay the following sums:
 - 10.1 \$4,500 on the Wings contract
 - 10.2 \$3,500 on the Ristamaki contract
 - 10.3 \$10,000 on the Dyson contract.
11. On or about the 26th March 2018 the plaintiff caused a demand letter to be sent to the defendant seeking payment of the outstanding total sum of \$18,000. On or around June 2018 the defendant made a payment of \$2,000 in part payment of the sums due and owing.

12. As a result of the above the plaintiff claims the sum of \$16,000 as monies due and owing for works and services provided under contract.
13. The Plaintiff also claims interest on the said sum.
14. **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 the sum due and owing until payment and in accordance with the provisions of the Judicature Law (2017 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 31st August 2016 being no less than 7 days from the date of completion of the works.
 - d) The amount of interest owing at date of issue of this Plaintiff is CI\$1,018.16.
 - e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$1.04.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$16,000.
- (ii) Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iii) 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 Defendant pays to the Plaintiff Attorneys-at-Law the total amount claimed of CI\$16,000 (together with interest and costs of CI\$200.00) all further proceedings will be stayed.

Dated this 6 day of May, 2019



KSG Attorneys-at-Law
Attorneys for the Plaintiff

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.