



No. 1
Plaint



Cause No. SC 142 of 2019

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN:

Blueprint Construction

Plaintiff

AND:

Shara Myles

Defendant



To the Defendant

3148 Shamrock Road, PO Box 31843
Grand Cayman, Cayman Islands
KY1-1207

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 Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, 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 Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 ^{26th} day of Jun 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. On the 28th of February 2018 the Plaintiff received a request from the Defendant to do an estimate for a small studio room addition to her existing residence in order for her to collect additional monthly income.
2. On 5th of March a quotation was sent to the Defendant via email outlining the following specifications mentioned below amounting to CI\$29, 975.13
 - Footing and Foundation
 - Plumbing and Electrical
 - Walls and Partitions
 - Roof, Mamaron
 - Paint Interior
 - Clean Debris at completion
3. Quotation and official invoice of the cost to build the 320sqft studio was requested by the Defendant to be submitted to Cayman National Bank for her loan. Construction started 3 weeks after receipt of the first payment on 4th June 2018 amounting to CI\$14,987.57 which covered the project from the foundation to roof.
4. 2nd payment should be the balance of the contract amount but only received on 27th July 2018 amounting to CI\$7,591.50, the bank wanted the place to be completed before issuing the final payment of CI\$7396.06.
5. 20 April 2019 the Defendant signed a substantial completion form acknowledging that the project was completed and will be paying the final invoice amounting to CI\$7396.06 to cover all outstanding balance on the contract within 2 working days upon issuance.

AND the Plaintiff claims:

- 1 The sum of CI\$7396.06.
- 2 Interest in the sum of \$ _____ calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

150 Shedden Rd., PO Box 1112 Savannah
George Town, Grand Cayman KY1-1503
+1 345 9387653

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Blueprint Construction

Plaintiff

AND:

Shara Myles

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Shara Myles
3148 Shamrock Road, PO Box 31843
Grand Cayman, Cayman Islands
KY1-1207

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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

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, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.