

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: 233 OF 2019

BETWEEN:

JULIE RANKIN

AND:

GODFREY ROBB



Plaintiff

Defendants

PLAINT

To The Defendants

Godfrey Robb  
23 Wordsworth Street  
Midland Acres,  
Bodden Town  
Grand Cayman



**THIS PLAINT** has been issued against you by the above-named Plaintiff in respect of the claim set out 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, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement 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 5<sup>th</sup> day of December 2019

See overleaf for particulars of the Plaintiff's claim

## STATEMENT OF CLAIM

1. The Plaintiff is a retired school teacher and she resides at 14 Candlenut Close, George Town, Grand Cayman.
2. The Defendant is and was at all material times holding himself out to the Plaintiff to be a construction Contractor carry on business Styled CHS.
3. On the 18 November 2019 the Defendant entered into an agreement with the Plaintiff in writing to construct a screen patio with a door reroute an existing gutter and attach bottom track of hurricane and storm shutters at the Plaintiff premises at 14 Candlenut Close, George Town, Grand Cayman.
4. The said written agreement between the Plaintiff and the Defendant came about pursuant to an invoice for the scope of the work stated above dated 21<sup>st</sup> September 2019.
5. In that said 21<sup>st</sup> September 2019 invoice the Defendant stated to the Plaintiff that the cost for the work stated above was the sum of CI\$ 3,500:00 for Labour and materials. On tendering the said invoice to the Plaintiff the Defendant demanded the Sum of CI\$ 1,750:00 from the Plaintiff representing fifty percent (50%) of the total said invoiced sum to purchase materials.
6. In compliance with the Defendant's said request, the Plaintiff on the 11 October 2019 gave the Defendant the sum of CI\$ 1,750:00 by check No. 01059 drawn on the Royal Bank of Canada , George Town, Grand Cayman. The Defendant negotiated payment of that check on 11 October 2019.
7. It is a term of the said agreement between the Plaintiff and the Defendant that the Defendant would complete the scope of work on or by Friday, 29 November 2019. However, the Defendant failed to complete the work by that agreed time.
8. Notwithstanding that the Defendant has had the Plaintiff monies paid to him he has refused to do the said work. The Defendant on occasions too numerous to mention has falsely and misleadingly lead the Plaintiff to believe that he had imported or sourced the materials.
9. The Defendant's false and misleading Statements concerning the material have been so blatelant and outrageous that the Plaintiff was obliged to seek the assistance of the RCIP to recover the said sum of CI\$ 1,750:00 paid to him. At the hlaring of this matter. The Plaintiff will rely on a chronology of events of her attamps to get the Defendant to return her money.
10. To date the Plaintiff has not been successful in having the Defendant return the sum of CI\$ 1,750:00 that he unlawful retains from her or any sum.

And The Therefore Claims:

1. The Sum of CI\$ 1,750:00;
2. Legal Costs of CI\$ 400:00;

3. Court Cost of CI\$ 25:00;
4. Interest on the said Sum of CI\$ 1,750:00 from 11 October 2019 to Judgment as per Statute;
5. Service Costs of CI\$ 75:00;
6. Such further or other Relief as the Court deem proper.

Dated this 5<sup>th</sup> day of November 2019



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**A. Steve McField & Associates  
Attorneys-at-Law for the Plaintiff**

To: The Clerk of the Court

And to: The Plaintiff  
23 Wordsworth Street  
Midland Acres,  
Bodden Town  
Grand Cayman

**THIS PLAINT** was filed by **A. STEVE MCFIELD & ASSOCIATES**, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys P.O. Box 680 GT, Grand Cayman, Cayman Islands.

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO: OF 2019**

**BETWEEN: JULIE RANKIN**

**Plaintiff**

**AND: GODFREY ROBB**

**Defendants**

**ACKNOWLEDGEMENT OF SERVICE**

1. State Defendant's name and address

**Godfrey Robb**  
23 Wordsworth Street  
Midland Acres,  
Bodden Town  
Grand Cayman

2. State whether the Defendants intends to contest the action.

Yes

No

3. If you do not intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

.....  
**Defendants Signature**

**Dated this                      day of                      2019**

**See Overleaf**

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendants says that they are not liable to the Plaintiff, or are not liable for the full amount claimed)

.....  
Defendants Signature

**REMINDER –** This form must be taken or sent to the Court Office, PO Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a Default Judgment may be entered against you.