

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 17 OF 2020

BETWEEN: PAUL BERRY T/A PAUL'S METAL
ROOFING & GUTTERING

PLAINTIFF

AND: LENNIE SEYMOUR T/A PAL
PROPERTY DEVELOPMENT

DEFENDANT

PLAINT

To: Lennie Seymour t/a Pal Property Development
PO Box 2702
Grand Cayman KY1-1111



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 21st day of January 2020

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. At all material times the plaintiff carried on business as a building contractor in the Cayman Islands.
2. On or around May 2019 the plaintiff was instructed by the Defendant to supply and install a standing seam roof, seamless guttering and downspout and associated works to a property known as the Berkeley Residence in Old Man Bay, North Side, Grand Cayman.
3. The agreed price for the said work was CI\$23,025.00. The Defendant paid a deposit of CI\$12,112.50, leaving a balance to pay of CI\$10,912.50.
4. The Plaintiff has supplied and installed at the property the agreed items and the defendant has paid the total sum of CI\$12,112.50.
5. In breach of the said contracts the defendant has refused to pay the balance of the sums agreed totalling \$10,912.50 and the same is due and owing to the Plaintiff.
6. The Plaintiff also claims interest on the said sum.

STATEMENT REGARDING INTEREST

7. The Plaintiff seeks pre and post judgment interest from the date that the said sum became due at the rate of 2 $\frac{3}{8}$ % per annum on 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.
8. The interest rate claimed is as per the Judgment Debt (Rates of Interest) Rules at 2 $\frac{3}{8}$ % per annum.
9. Interest is claimed from the 7 November 2019 being no less than 7 days from the date of completion of the work in accordance with the payment terms.
10. The amount of interest owing at date of issue of this Plaintiff is CI\$53.25.
11. The amount of interest accruing each day following the issue of this Plaintiff is CI\$0.71.

AND THE PLAINTIFF CLAIMS:

1. The said sum of CI\$10,912.50.
2. 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.
3. Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.
4. If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff Attorneys-at-Law the total amount claimed of CI\$10,912.50 (together with interest and costs of CI\$500.00) all further proceedings will be stayed.

Dated this 21st day of January 2020

KSG

KSG

Attorneys for the Plaintiff

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.