

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NUMBER SC 40 of 2020

BETWEEN:



(1) YEHONATAN SEGAL

(2) LIAT TEBEKA

and

RICHARD CONNOLLY

Plaintiffs

Defendant



PLAINT

To the Defendant **RICHARD CONNOLLY**

THIS PLAINT has been issued against you by the above-named Plaintiffs 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, 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 3 day of March 2020

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 liable to pay damages to him)

1. The Plaintiffs are the owners of the property known as 46 South Palms, Glen Eden Road, George Town (“**Number 46**”).
2. The Defendant is the owner of the adjoining property at 45 South Palms (“**Number 45**”).
3. Both Number 45 and Number 46 are units within Strata Plan Number 121. Pursuant to the bye-laws currently in force in respect of the Strata:

“33 *A proprietor shall:*

(16) pay the cost of repairing any damage to any other Strata Lot or to the Common Property in any part of the Apartments caused by the negligence of the Proprietor, his family, servants, licencees or invitees, provided that such damage is not covered by the insurance on the Strata Lot or any other Strata Lots or the Common Property ...and such damage shall be presumed to have been caused by such negligence unless the proprietor shall prove to the contrary.”

4. On or about 16 April 2019 a building contractor instructed by the Defendant to carry out works to Number 46 caused damage to the Plaintiffs’ property by, inter alia, hammering on the party wall between Numbers 45 and 46, causing damage to the bathroom wall tiling.
5. The Defendant is liable to the Plaintiffs for the cost of repair pursuant to the Strata Bye-Laws as stated above, alternatively in damages for trespass.
6. The Plaintiffs’ best estimate of the damage incurred and the likely cost of repair is CI\$3,085.50, comprising:
 - 6.1. Walls tearing and assembly:
 - Labour: CI\$ 550.00
 - Materials: CI\$ 178.50

6.2. Tiling:

Labour: CI\$ 875.00

Materials: CI\$ 807.00

6.3. Plumbing:

Labour: CI\$ 675

Materials: unknown, depending on the extent, if any, to which fixtures (including bath, valve and mirror) are damaged, which cannot be ascertained until the works are carried out.

6.4. Hire of skip: CI\$ 250.00


7. The Plaintiffs will file further evidence as to particulars of damage and cost of repair.
8. By letter dated 26 August 2019 from their attorney the Plaintiffs demanded payment of the said sum but the Defendant has failed to pay.
9. The Plaintiffs are entitled to and claim interest on damages pursuant to section 34 of the Judicature Law.

AND THE PLAINTIFFS CLAIM:

- 1) The said sum of CI\$ 3,085.50 or such other amount as the Court shall award;
- 2) Further or in the alternative, to be assessed;
- 3) Interest on the said sum of CI\$3,085.50 from 16 April 2019 until judgment or sooner payment at the rate of $2\frac{3}{8}\%$ amounting to CI\$ 64.20 as at the date of issue and accruing at the rate of CI\$ 0.20 per day;
- 4) Further or in the alternative, interest on damages pursuant to section 34 Judicature Law at such rate and for such period as the Court sees fit;
- 5) Costs.

Signed:


Yehonatan Segal


Liat Tebeka

Dated:

3 March 2020

Plaintiffs' address for service:

Higgs & Johnson, Attorneys-at-Law

2nd Floor, Willow House, Cricket Square, PO Box 866 GT, KY1-1103, Grand Cayman

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CAUSE NUMBER SC _____ of 2020

B E T W E E N:

**(1) YE HONATAN SEGAL
(2) LIAT TEBEKA**

Plaintiffs

and

RICHARD CONNOLLY

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address

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 March 2020

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