



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO SC. OF 2020

BETWEEN

STEPHEN HANNON T/A GRAND ISLAND DEVELOPMENT LIMITED

Plaintiff

-and-

(1) AILENE BONNER  
(2) ANDREW BONNER

Defendants

PLAINT

TO: THE DEFENDANTS

P.O Box 31458  
Grand Cayman KY1-11206  
Cayman Islands

**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 the service of this Complaint 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, KY1-1106 the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 28 day of October 2020

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

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**BETWEEN**

**STEPHEN HANNON T/A GRAND ISLAND DEVELOPMENT LIMITED**

**Plaintiff**

**-and-**

**(1) AILENE BONNER  
(2) ANDREW BONNER**

**Defendants**

**PARTICULARS OF CLAIM**

- 1 At all material times the Plaintiff was trading as Grand Island Development Limited a company incorporated on 06<sup>th</sup> October 2017. Operating through the Trade and Business Licence number #49404 at the registered address 13B Kingbird Warehouses, Kingbird Drive, George Town, Grand Cayman, Cayman Islands.
- 2 In 2019 the Plaintiff was the owner of the land and a pre-construction property at block and parcel No. 15C 307H1 and 15C 307H3, at 66a Runaway Close, Fairbanks Road, Grand Cayman. The land and property is herein described as "66a Runaway Close" the property on the land is described as "the property". At all material times the Plaintiff was the builder of the property at 66a Runaway Close.

**Sale of 66a Runaway Close**

- 3 On or 25 March 2019 the Defendants purchased from the Plaintiff the land at 66a Runaway Close as equal joint tenants in common. At the same time the Defendants entered into a development contract dated 25 March 2019 for the construction of a property on the land.
- 4 After the sale of the land and the development contract was entered into by the parties the Plaintiff and Defendants communicated via electronic medium and met on a number of occasions to discuss the final finish of the property and additional items and alterations that the Defendants wanted the Plaintiff to include at the property.

## **Oral Contracts as agreed by the parties**

### **Kitchen Cabinets**

- 5 In or around December 2019 the Plaintiff met the Defendants at 66a Runaway Close. During this meeting the parties discussed and agreed a number of outstanding choices at the property.
- 6 During this meeting the Defendants confirmed that they wanted to upgrade the kitchen cabinet doors which came within the purchase price of the property as specified in the development agreement and building performance specification. The Plaintiff explained to the Defendants that the cabinets would cost CI\$1,900.00 in addition to the purchase price for the property because it constituted an upgrade. The Defendants orally agreed to this upgrade and requested that the Plaintiff should move forward with the order and purchase the upgraded kitchen cabinet doors on their behalf.
- 7 On or around December 2019 the Plaintiff purchased, on the Defendants behalf, the upgraded kitchen cabinet doors for \$1,900.00.

### **Irrigation and SOD Grass in yard**


- 8 In or around June 2020 the Plaintiff met the First Defendant at the 66a Runaway Close to discuss the landscaping at the property.
- 9 As set out in the building performance specification, annexed to the development contract and signed by the Defendants on 25 March 2019:
  - 9.1 irrigation in the garden at 66a Runaway Close was not included in the purchase price of the property; and
  - 9.2 the exterior landscape 66a Runaway Close would be filled using maintenance free stone and woodchip.
- 10 During the meeting at 66a Runaway Close the First Defendant orally confirmed, on behalf of herself and the Second Defendant, that they wanted the Plaintiff to install irrigation at the property to service the landscaping and to upgrade the maintenance free stone and woodchip in the back yard to pre-grown rolled out SOD grass.
- 11 The Defendants had decided to sell the property, and the First Defendant confirmed that this upgrade was required because it would be easier for them to market and sell the property if the garden at the property had irrigation and grass installed and was therefore appearing completed.
- 12 Accordingly the Plaintiff arranged for irrigation to be installed at 66a Runaway close and for grass SODs to be planted this was completed in July 2020 at the cost of CI\$4,200.00.

**Breach of contract**

- 13 On 24 August the Plaintiff sent the Defendants their final invoice for: (i) the final instalment of the purchase price of 66a Runaway Close and (ii) the additional items which had been agreed between the parties.
- 14 On 28 August 2020 the Defendants paid the Plaintiff the final instalment of the purchase price but failed to make payment of:
- 14.1 CI\$1,900.00 for the kitchen cabinet doors; and/or
- 14.2 CI\$4,200.00 for the irrigation system and grass SODs.
- 15 On 1 September 2020 the Plaintiff requested that the Defendants satisfy their outstanding invoice and make payment of the items at 14.1 and 14.2 above.
- 16 In breach of contract the Defendants have failed to pay the Plaintiff the balance of CI\$6,100.00 which is due and owing.
- 17 On 17 October 2020 in a final attempt to settle this matter the Plaintiff wrote to the Defendants by email requesting that they made payment of the final balance of CI\$6,100.00 failing which legal action would be commenced against them. The Defendants failed to respond to this request for payment.

**The Plaintiff now claims**

- (1) The sum of CI\$6,100.00;
- (1) Interest thereon pursuant to the Judicature Law (2017 Revision) or at such a rate and for such time as the Court shall deem fit;
- (2) Costs; and
- (3) Such further and/or other relief as deemed just and equitable by the learned court.



Stephen Hannon

Plaintiff's address for service

PO 666 KY1-1107 (George Town)

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Plaintiff

-and-

(1) AILENE BONNER  
(2) ANDREW BONNER

Defendants

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address -

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2. State whether the Defendant intends to contest the action (*tick appropriate box*)

yes

no

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3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)

yes

no

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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*

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Defendants' Signatures

Dated this \_\_\_ day of \_\_\_\_\_ 2020

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 is not liable for the full amount claimed).

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Defendants' Signatures

**REMINDER** – This form must be taken or sent to the Courts Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

**NOTES ON ADDRESS FOR SERVICE**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

Stephen Hannon T/A Grand Island Development Limited  PO 666 KY1 - 1107 (George Town)
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*Indorsement by defendant's Attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.*

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## DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

1. The accompanying form of **Acknowledgment of Service** should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings **must also serve a defence** on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A **Stay of Execution** against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, **issue a Summons** for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

***See over for notes for guidance***

## NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.