



No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

BETWEEN:

CHARLES BRUCE MOORE

Plaintiff

AND:

GARFIELD ROBB

Defendant

To the Defendant

#28 Woodpecker Road, George Town, Grand Cayman,  
Cayman Islands

THIS PLAINT has been issued against your 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, 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 18 day of Jan 20 21

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 Saturday, 25 July 2020, the Defendant accompanied his friend, who goes by the names of either Owen/Ricky ("Mr. Owen") to the Plaintiff's residence at 12 Rina Drive, Savannah, Newlands, Grand Cayman and installed a set of hurricane shutters to one of the sliding doors at the Plaintiff's residence.
2. During the installation, Mr Owen introduced the Defendant to me as somebody who could supply and install hurricane shutters to the remaining windows of the Plaintiff's residence.
3. After assessing and taking measurements of the arch windows and the bay windows of the Plaintiff's residence, the Defendant assured the Plaintiff that the installation of shutters was not a problem for him to undertake.

AND the Plaintiff claims:

- 1 The sum of CI\$1,800.00 .
- 2 Interest in the sum of \$ 12.65 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ CI\$175.00 , alternatively costs to be assessed.



\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

12 Rina Drive  
PO Box 154  
Grand Cayman, KY1-1501

tel: 916-6318

The Defendant and Plaintiff proceeded to agree verbally that the Defendant would install (i) sliding accordion shutters on the bottom of the arch windows, (ii) solid aluminium panels on the top arches and (iii) full accordion shutters on the bay window (the "hurricane shutters installation").

4. Following your assessment, the Defendant verbally quoted the Plaintiff CI\$4,800 to undertake the hurricane shutters installation, which quote was to be inclusive of the costs of the required materials. The Plaintiff asked the Defendant when he would be able to commence the job and his response was "I can start the job early next week, all I would need is a deposit to purchase some materials." The Plaintiff then asked the Defendant for a better price and the Defendant agreed to complete the hurricane shutters installation for CI\$4,500, which price the Plaintiff accepted.

5. On Tuesday, 28 July 2020, the Defendant attended the Plaintiff's residence to find out whether the Plaintiff was still going to proceed with the hurricane shutters installation. The Plaintiff told the Defendant yes. The Defendant then requested a deposit of CI\$1,800 (the "deposit") for the purchasing of materials to enable the Defendant to commence the hurricane shutters installation at the Plaintiff's residence. The Plaintiff prepared an agreement which documented the key terms of the prior verbal agreement on Saturday, 25 July 2020 between the Defendant and the Plaintiff (as stated above) and which the Defendant read, agreed to and signed on Tuesday, 28 July 2020. Immediately following this, the Plaintiff provided the Defendant with a cheque in the amount of CI\$1,800, representing the amount of the deposit requested by the Defendant, drawn on the Plaintiff's Bank of Butterfield bank account.

6. The Defendant has failed to complete the hurricane shutters installation at the Plaintiff's residence and has breached the verbal and written agreements amongst the Defendant and the Plaintiff.

7. During the last week of September 2020, the Defendant informed the Plaintiff that he was too busy and could no longer complete hurricane shutters installations and that he would therefore refund the Plaintiff the deposit on 1 October 2020, which has never occurred, despite numerous pleas from the Plaintiff to the Defendant to return the deposit to him.

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

**Between:**

CHARLES BRUCE MOORE

Plaintiff

**AND:**

GARFIELD ROBB

Defendant

ACKNOWLEDGMENT 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 \_\_\_\_\_, 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)

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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.