



IN SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: SC of 2021

BETWEEN: BETTER BUILT CONSTRUCTION PLAINTIFF

AND: LENWORTH BAILEY FIRST DEFENDANT
AND: PAL'S CONSTRUCTION SECOND DEFENDANT

PLAINT

TO: LENWORTH BAILEY c/o PALS CONSTRUCTION
Grand Cayman
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 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings. If you intend to defend the action, in whole or 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 return the Acknowledgement with the time stated, with full particulars of your Defence the Plaintiff may apply for a Default Judgement without any further notice to you. If you return the Acknowledgement form without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this *21* day of *Jan* 2021

IMPORTANT-Directions for acknowledgement of service are given with the accompanying form.



Dennis E. Brady

Attorney-at-Law for the Plaintiff

This **PLAINT** was filed by Dennis Brady, Attorney-at-Law for the Plaintiff whose address for the service of the said Attorney-at-Law P.O Box 11740 APO, Grand Cayman, KY1-1109, Cayman Islands.

IN SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: SC of 2020

BETWEEN: BETTER BUILT CONSTRUCTION

PLAINTIFF

AND: LENWORTH BAILEY

FIRST RESPONDENT

AND: PAL'S CONSTRUCTION

SECOND RESPONDENT

PARTICULARS OF CLAIM

1. I am the Plaintiff in this matter. In so far as the facts and matters set out within the Statement of Claim are within my own knowledge, they are true, and in so far as they are not within my own knowledge, they are true to the best of my information and belief.
2. I make this Statement of Claim in support of my application for:
3. An Order to enforce payment of the sum of CI\$5,625.00 to me by the First Respondent or in alternative the Second Respondent, as payment for monies expended by me, to complete work previously contracted out to the Respondents and which was never completed; in Breach of Contract by the said Respondents.
4. The above referenced Contract was entered into with the First and Second Respondents by Better Built Construction, by way of a Construction Agreement Contract ("the Contract") dated January 29 2018, to which Contract the First Respondent affixed his signature on behalf of Pal's Construction. Presented is a copy of this contract as **Exhibit "CP1"**.
5. This Contract was signed by the First Respondent, giving an undertaking and commitment to the Plaintiff, to do..." all electrical work at Norene H Ebanks, 39 A Florence Lane, West Bay Grand Cayman...Except fan and light fixtures, pal's construction will be responsible for labour and material...The agreed amount is \$12,000.00...Pals will receive 30% of the \$12,000.00 when he signs this agreement, and the balance as work Progress and completed"....
6. The First Respondent was paid the total of CI\$12,300.00, but failed to complete the works for which the First Respondent received the said sums of money. Produces as **Exhibit "CP2"** are, the several receipts and copies of cheques; paid out to the First Respondent for the First Respondent's benefit and or that of Pal's Construction.
7. Despite the First Respondent having collected the full sum of CI\$12,300.00, which represents an over-run of CI\$300, beyond the price agreed for the contracted works; the First Respondent has failed to complete the said works; and this despite several requests by the Plaintiff and failed promises by the First Respondent to do so.

8. The Plaintiff was forced to finance and complete the works that the First Respondent had undertaken to do; under the terms and conditions of the January 29th Contract and in fact, the Plaintiff was forced to expend a further sum of CI\$ 5,325.70 in securing material and labour, to complete this job. See produced as Exhibit "CP3" an invoice representing that expenditure.
9. Despite several requests made by the Plaintiff to the First Respondent, to effect repayment; to date the First Respondent has ignored the Plaintiff's several requests, and some considerable time elapsed, when the Plaintiff had been trying to contact the First Respondent, in order to get some indication; as to when the outstanding sums of money requested would be paid over to him.
10. The Plaintiff was forced and resorted to serving a Letter of Demand dated August 6 2019 which was served personally upon the First Respondent on the 13th day of November 2019, and since then, the First Defendant has never called or made any effort to contact the Plaintiff, not even once; to make arrangements, for the Plaintiff to be paid the monies, which remains due and payable to the Plaintiff. Every effort aimed at contact with the First Respondent, in relation to this outstanding debt owed to the Plaintiff, were always initiated by the Plaintiff.

AND THE Plaintiff claims:

1. The sum of the full balance of, **CI\$ 5,625.00 plus legal costs of CI\$600.00** against the First and Second Respondent
2. The accrued interest in relation to the aforementioned sum.
3. Costs in the matter.
4. Any other Order that this honourable Court seems fit.

SWORN TO BY ME at
George Town Grand Cayman this ^{15th APRIL} day of ~~March~~ 2021


CARLYSLE PARKINSON

SWORN TO BEFORE ME this ^{15th APRIL} day of ~~March~~ 2021

~~NOTARY PUBLIC~~/JUSTICE OF THE PEACE



CATHERINE O'NEIL
Justice of the Peace

ID# CO261104

THIS STATEMENT OF CLAIM was filed by BRADY Attorneys at Law, Attorneys for the Plaintiff whose address for service is that of his said Attorneys Anderson Square, Second Floor, Box 11740 APO KY1-1009, George Town, Grand Cayman

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CIVIL DIVISION

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BETWEEN: BETTER BUILT CONSTRUCTION

PLAINTIFF

AND: LENWORTH BAILEY

FIRST DEFENDANT

AND: PAL'S CONSTRUCTION

SECOND DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF PLAINT**

1. State Defendant's name and address-

Lenworth Bailey c/o Pals Construction

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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____ 2020

Please 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, George Town, Grand Cayman, Cayman Islands KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.