

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2021

BETWEEN:

**S&S LTD T/A RELIABLE GARDENING
LANDSCAPE & TRENCHING**

PLAINTIFF

AND:

SUSHELLA ANNON T/A FIRST CLASS CONSTRUCTION

DEFENDANT

PLAINT

To: Sushella Annon t/a First Class Construction
38 Grackle Road
PO Box 877
George Town
Grand Cayman
KY1-1103



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 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, 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 15th day of October 2021

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. At all material times the Plaintiff carried on a business as landscape gardeners in the Cayman Islands.
2. By way of oral agreements made on various dates in or around June and July 2020 between Mr Junior Fisher of the plaintiff and the defendant, the defendant instructed the plaintiff to provide labour and equipment at various job sites at which the defendant was working.
3. In accordance with the defendant's requests, such labour and equipment were provided by the plaintiff and the following invoices raised detailing the work carried out and equipment provided:

Date	Transaction	Amount (KYD)	Balance (KYD)
28.06.20	Invoice 7323	\$900.00	\$900.00
06.07.20	Invoice 7421	\$12,075.00	\$12,975.00
13.07.20	Invoice 7427	\$715.00	\$13,690.00
14.07.20	Invoice 7431	\$5,460.00	\$19,150.00

4. By way of purported payment for the services, two cheques dated 16 July 2020 were provided to our client in the amounts of CI\$13,690.00 and CI\$5,460.00, cheque numbers 1242 and 1243 respectively. Both these cheques were returned by RBC Royal Bank (Cayman) Ltd on 23 July 2020 due to insufficient funds being held in the defendant's account.
5. Despite repeated requests for payment, and in breach of the agreement the defendant has failed or refused to pay the sums owing totaling CI\$19,150.00 which remains 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 2³/₈% per annum on sum due and owing until payment and in accordance with the provisions of the Judicature Act (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
8. Interest is claimed from the 14 July 2020 being from the date of the last invoice as set out above.

9. The amount of interest owing at date of issue of this Plaint is CI\$570.70.
10. The amount of interest accruing each day following the issue of this Plaint is CI\$1.25.

AND THE PLAINTIFF CLAIMS:

11. The said sum of CI\$19,150.00
12. Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Act (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
13. Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service, the Defendant pays to the plaintiff's Attorneys-at-Law the total amount claimed of CI\$19,150.00 (together with interest and costs of CI\$500.00) all further proceedings will be stayed.

Dated this 15th day of October 2021



KSG

Attorneys for the Plaintiff

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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 defense overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2021

See Overleaf

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.