

IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO: OF 2022

A. STEVE MCFIELD

Plaintiff

AND:

GARY CHRISTIAN
(Carrying on business as Chrisson Construction)

Defendant

PLAINT

To The Defendant

Gary Christian
(Carrying on business as Chrisson Construction)

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out 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 day of April 2022

See overleaf for particulars of the Plaintiff's claim

STATEMENT OF CLAIM

1. The Plaintiff is an Attorney at Law and he resides at 53 Fig Tree Drive, Northward, Bodden Town, Grand Cayman.
2. The Defendant holds himself out to be a contractor, he carries on business as Chrisson Construction, address is P.O. Box 1476, KY1-1110.
3. On or about the first week in December 2021, the Defendant was referred to the Plaintiff as a Carpenter who could repair a leak of the roof on the Plaintiff's main house, supply and install some 10 or 12 sheets of Corrugated Zinc to a Section of a patio in the Plaintiff's back yard, and repair a wood fence around the said patio that had received damage from tropical storm Grace.
4. The Plaintiff contacted the Defendant by telephone on or between the 3-4th of December 2021. Shortly thereafter, the Defendant came to the Plaintiff's residence at 53 Fig Tree Drive and scoped the work to be done as outlined in paragraph 3 above.
5. During the Defendant's visit to the Plaintiff's residence the Plaintiff explained to the Defendant what and how he wanted the work done and inquired of the Defendant if he was capable of carrying out the repairs as the Plaintiff instructed him to do. The Defendant assured the Plaintiff that he was so capable and he orally promised the Plaintiff that the repairs would be done by him with due diligence, careful and to the Plaintiff's satisfaction.
6. After the above said conversation between the Plaintiff and the Defendant, the Defendant promised to send to the Plaintiff an estimate cost of the fence and the roofs repairs.
7. On Tuesday the 14th December 2021, the Defendant e-mailed the Plaintiff his estimate cost to repair the fence and the roofs. The total estimate was the sum of CI\$ 6, 375:00 broken down as follows:
 - (a) CI\$ 4,000:00 for the repairs of the roofs; and
 - (b) CI\$ 2,375:00 for the repair of the fence.

8. The Defendant required the Plaintiff to deposit 60% of the estimate quoted by him. On or by the 15 January 2022 the Plaintiff paid over to the Defendant the sum of CI\$ 3, 825:00 representing 60% of the said estimate.
9. Within a few days after the sum of CI\$ 3, 825:00 was paid to the Defendant, he sent one man to repair the roof on the back-yard patio.
10. The man repairing the back-yard patio roof worked one (1) day to do the repairs. The repairs were done so shoddy, unsightly, and so unprofessionally that the work that he did had to be ripped off and the repair had to be done over. The workman seems to have no or very little experience about roofing.
11. The Defendant sent two men to repair the roof on the main house. They worked approximately one day and half. (1 ½). The work that they actually did caused more damage than what they were suppose to repair. The roof below that roof is designed with open rafters inside and the under roof is well painted. The Defendant's workmen, instead of using roof nails used 2 ½ inch nails on the roof which caused the nails to punch the roof and destroying the exposed under roof. The sight was ghastly, destructive and unprofessional. When the Plaintiff complained to the Defendant to remedy this unsightly damage. The Defendant just brushed away the Plaintiffs complaints.
12. For several days the Plaintiff urged the Defendant to fix that damage to the inside of the house by the men he sent to do the repairs. But the Defendant refused to do so. The Plaintiff then engaged AAA Construction Ltd to cut off the nails, plaster and repaint the room. At the trial of this matter the Plaintiff will rely on photos taken of the damage caused by the Defendant's work men.
13. The Defendant's and his workmen failed to carry out the Plaintiff's instructions on the said repairs. The Defendant did not repair the Roof on the main house as promised. The Defendant left the roof leaking and the Plaintiff had to employ other persons to repair the roof at a cost of CI\$ 1,600:00.
14. At all material times, the Defendant well knew that after they had taken of the tiles from the said roof that the said roof would continue to leak and that in the absence of reasonable care on his part in carrying out the said

repairs damage or injury would or might result in the room below the said roof.

Particulars of Damage

- (a) Injury to the room below the roof by driving 2 1/2 inch nails through the roof;
- (b) Ripping off the shingles on the roof leaving the roof improperly sealed so as not to cause leaking.

15. The said injuries lost and damages were occasioned to the Plaintiff by reason of the negligence and or breach of duty on the part of the Defendant his servants or agents.

Particulars

- (a) Failing to repair the Roofs property;
- (b) Failing to put skilled and professional employees to do work;
- (c) The Plaintiff will rely on the doctrine of res ipsa loquitur.

And The Plaintiff Claims:

1. The Sum of CI \$1,600:00
2. The Cost for AAA Construction Ltd work (not yet obtained);
3. Damages;
4. Interest on such damages at such rate and for such period as the Court shall think Just.

Dated this 12 day of April 2022



Plaintiff

To: The Clerk of the Court

And to: The Defendant
George Town
Grand Cayman

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2022

BETWEEN: A. STEVE MCFIELD

Plaintiff

AND: GARY CHRISTIAN
(Carrying on business as Chrisson Construction)

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address

Gary Christian
(Carrying on business as Chrisson Construction)
103 School Road
George Town,
Grand Cayman

2. State whether the Defendants intends to contest the action.

Yes

No

3. If you do not intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

.....
Defendant's Signature

Dated this day of 2020

See Overleaf

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 are 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.