

CAUSE NO: OF 2022



WINSTON C. SOLOMON

Plaintiff

AND: ISLAND DRAFTING & ENGINEERING ARCHITECTURAL LIMITED

First Defendant

ARNOLD BERRY

Second Defendant

PLAINT

To the Defendants

**Arnold Berry**  
**Island Drafting & Engineering Architectural Limited**  
Bodden Town, P. O. Box 80  
Grand Cayman KY 1-1601

**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 defense** 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 22 day of September 2022

See overleaf for particulars of the Plaintiff's claim

**STATEMENT OF CLAIM**

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1. The Plaintiff is a Mortician and he carries on business at 328 Eastern Avenue, George Town, Grand Cayman
2. The First Defendant is and was at all material times carrying on business as Island Drafting & Engineering Architectural Limited at Bodden Town, Grand Cayman through the Architect Arnold Berry the Second Defendant.
3. On the 16<sup>th</sup> March 2022 the Plaintiff engaged the First Defendant Island Drafting & Engineering Architectural Limited through the Second Defendant Arnold Berry to complete plans/drawings for the construction of a wall adjacent to the road on his property Block 13D Parcel 74 in Grand Cayman.
4. The said agreement between the Plaintiff and the Defendants was finalized by an invoice for the scope of the work stated above dated 16<sup>th</sup> March 2022.
5. In that said 16<sup>th</sup> March 2022 invoice the Defendants stated to the Plaintiff that the cost for the work stated above was the sum of CI\$ 3,000.00 for production of plans for the proposed wall, building control permits and copy of the land register, map extracts, notices, listings prints and other copies etc. On tendering the said invoice to the Plaintiff, the sum of CI\$3,000.00 was paid in full because the Defendants stated they wanted to move quickly and have the plans submitted to the planning department in one (1) week.
6. In compliance with the Defendants' said request, the Plaintiff on the 16<sup>th</sup> day of March 2022 gave the Defendants the sum of CI\$ 3,000.00 by check No.2538 drawn on the Cayman National Bank, George Town, Grand Cayman. The Defendants negotiated payment of that check on March 17<sup>th</sup> 2022.
7. It is a term of the said agreement between the Plaintiff and the Defendants that the Defendants would complete the scope of work within one (1) week. However, the Defendants failed to complete the work as agreed.
8. Notwithstanding that the Defendants has had the Plaintiff monies paid to them in full, up front; he has refused to do the said work. The Plaintiff has reached out to the Second Defendant on several occasions to enquire about the work and has been given many false promises. The Second Defendant has now stopped answering the Plaintiff's calls.
9. Finally, after several months of trying to reach the Second Defendant, he was told by the Second Defendant that he was not going to complete the said plans. The Defendants has refused to return the said sum of CI \$3,000.00 to the Plaintiff.

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And the Plaintiff therefore claims:

1. The Sum of CI\$3,000.00
2. Legal Costs of CI\$500.00
3. Court Cost of CI\$25.00
4. Interest on the said Sum of CI\$ 3000.00 from 16<sup>th</sup> March 2022 to Judgment as per Statute is CI\$
5. Service Costs of CI\$75.00
6. Such further or other Relief as the Court deem proper.

Dated this 22 day of September 2022



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**A Steve McField & Associate  
Attorneys-at-Law for the Plaintiff**

To: The Clerk of the Court

And to: The Plaintiff  
328 Eastern Avenue  
George Town  
Grand Cayman

**THIS PLAINT** was filed by **A. STEVE MCFIELD & ASSOCIATES**, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys P.O. Box 680 GT, Grand Cayman, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2022

BETWEEN: WINSTON C. SOLOMON

Plaintiff

AND: ISLAND DRAFTING & ENGINEERING ARCHITECTURAL LIMITED

Defendant

ARNOLD BERRY

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendants' name and address

**Arnold Berry**  
**Island Drafting & Engineering Architectural Limited**  
Bodden Town P. O. Box 80  
Grand Cayman KY1-1601

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 defense overleaf.

Yes

No

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

Service of the Plaintiff is acknowledged accordingly.

.....  
**Defendant's Signature**

Dated this                      day of                      2022

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.