

PARTICULARS OF CLAIM

1. The Plaintiff herein is a Contractor by occupation and has over 40 years' experience in construction management and building site supervision of both residential and commercial projects in the Cayman Islands.
2. The Defendant is known to the Plaintiff as former client who approached him to provide construction services for her at two separate locations, one location being 156 Tropical Gardens Road and the other being at the corner of Prospect Drive and Hickory Drive in the Prospect area.
3. Further to the Plaintiff agreeing to provide the services, a verbal agreement was reached between the parties on or about April 2016.
4. The agreement included the following:
 - For Tropical Gardens, the Plaintiff was to:
 - i. Employ the necessary tradesmen to lay blocks for the sum of CI\$2.50 per block
 - ii. Pour cement in the blocks
 - iii. To construct the foundation of the residential building for the sum of CI\$5,000.00
 - iv. To cast the floor for the sum of CI\$3,500.00
 - v. Provide generator services for the construction project
 - vi. Engage the requisite suppliers of equipment and materials to complete the project
 - For Prospect, the Plaintiff was to:
 - vii. Employ the necessary tradesmen to lay Blocks for the sum of CI\$2.50 per block
 - viii. Pour cement in blocks
 - ix. Engage the requisite suppliers of equipment and materials to complete the project
5. At one point the work at the Tropical Gardens location paused on account of other work being done there by other tradesmen on the upper floor of the building. This was at the direction of the Defendant as she wanted the Plaintiff to work on the Prospect location in the interim period.
6. Upon the Plaintiff's return to the Tropical Gardens location, said Plaintiff discovered other tradesmen doing the work that he was engaged to do. The

Plaintiff promptly left the location and when he questioned the Defendant as to why other tradesmen were doing his work the Defendant responded that she found other persons that would lay the blocks at a cheaper price than the Plaintiff offered.

7. The Defendant also used the cement that the Plaintiff had ordered from National Concrete to construct the building and the Plaintiff was left to pay that bill as the cement in the pump truck was delivered to the location at a time when the other tradesmen were engaged.
8. The default of the Defendant to adhere to the agreement between the parties included that she has refused to pay the Plaintiff for work done at the Prospect location and for work done at the Tropical Gardens location.
9. This has caused loss and damages to the Plaintiff as he has incurred costs to pay his tradesmen and costs for the cement and building materials set out as follows:

Tropical Gardens:

- i. Labour cost – \$3,045.00
- ii. Cost of concrete in pump truck – \$550.00
- iii. Cost of generator rental - \$630.00

Prospect:

- iv. Labour cost – 2,850.00
- v. Cost of generator rental - \$945.00

Total outstanding for Prospect location – C1\$3,795.00

Total outstanding for Tropical Gardens location - \$4,225.00

10. The Plaintiff has made efforts to contact the Defendant but she has not returned his phone calls. The Plaintiff is convinced that the Defendant is evading him and that she has no intention to pay him for his services already rendered to her at both properties and for the rental costs and labour costs he has incurred as a result.

AND THE PLAINTIFF CLAIMS:

- a. The principal sum of CI\$8,020.00
- b. Interest on this sum in accordance with s 34 of the Judicature Law (2013 Revision) at the prescribed rate
- c. Fixed costs of \$225.00, alternatively, costs to be assessed.

Dated this 2nd day of February 2022



John Shaw
Plaintiff

THIS PLAINT is filed by Stacy Thompson, Attorney-at-Law on behalf of the Plaintiff, whose address for service is 122 Mary Street, 2nd Floor Zephr House P.O. Box 12133 APO, Grand Cayman KY1-1010, Cayman Islands.

INDORSEMENT

The amount claimed for breach of contract is CI\$8,020.00 for principle and CI\$1,684.00 as interest as at February 3, 2022 for a total outstanding of CI\$9,704.00. If the Defendant pays within the time for returning the Acknowledgement of Service this amount to the Plaintiff along with legal costs, service and filing fees, any further proceedings will be stayed.

Judicature Law (2021 Revision)

1. Pre judgment and post judgment interest is claimed upon the principle sum pursuant to the Judicature Law 2021 Revision.
2. The total interest claimed to the 3rd day of February 2022 is CI\$1,684.00 and continuing at the rate of CI\$0.77 per day.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN
CIVIL DIVISION

CAUSE No. SC 16 of 2022

BETWEEN JOHN SHAW PLAINTIFF
T/A SHAW ASSOCIATES CONSTRUCTION COMPANY
AND ARLENE LOPEZ DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

-
1. State the full name and address of the Defendant -
-
2. State whether the Defendant intends to contest the action (*tick appropriate box*)
- yes no
-
3. If you do not intend to contest the action, do you want time in which to pay the claim?
(*tick appropriate box*)
- yes no
-
4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.
-

Service of the Plaint is acknowledged accordingly

Defendant's signature

Dated this day of 2022

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)

Plaintiff's Signature

REMINDER- This form must be taken or sent to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

**DIRECTIONS FOR
ACKNOWLEDGMENT OF SERVICE OF PLAINT**

1. The accompanying form of **Acknowledgment of Service** should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings **must also serve a defence** on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Particulars of Claim is indorsed on the Plaintiff (i.e. the words "Particulars of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Particulars of Claim is not indorsed on the Plaintiff, the Defence need not be served until 14 days after a Particulars of Claim has been served on the Defendant

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A **Stay of Execution** against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, **issue a Summons** for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Plaintiff*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.