



If you fail to satisfy the claim or return the Acknowledgment containing full particulars of your defence, the Plaintiff may apply for a default judgment against you without any further notice to you.

Issued this 9<sup>th</sup> day of June 2023



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FrancisGrey  
Attorneys-at-Law of the Plaintiff

See overleaf for particulars of the Plaintiff's claim.

FILED BY FrancisGrey, Attorneys-at-Law for the Plaintiff, whose address for service is c/o Suite 2206, Cassia Court, 72 Market Street, Camana Bay, P.O. Box 32302, Grand Cayman KY1-1209, Cayman Islands

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is and was at all material times the owner of property at 387 Keturah Street, George Town, Grand Cayman, (the "Premises").
2. The First Defendant is a company incorporated under the Companies Act (as Revised) of the Cayman Islands, with registered office at 10 Market Street, Camana Bay, P.O. Box 507, Grand Cayman KY1-9006, Cayman Islands.
3. The Second Defendant at all material times held himself out to be the principal of the First Defendant duly authorised to negotiate and enter into contracts for and on behalf of the First Defendant.
4. Sometime in or around September, 2022, after discussions between the Plaintiff and the Second Defendant and in reliance on representations made by the Second Defendant, the Plaintiff contracted with the First Defendant to carry out the following works at the Premises:
  - i. Repairs to the master bathroom and the guest bathroom at a cost of CI\$2,438.00; and
  - ii. Procurement and installation of pantry cabinets and an entertainment unit at cost of CI\$7,850.00.(the "Contracted Works")

5. The Second Defendant represented to the Plaintiff that the Contracted Works would be carried out with good and workmanlike manner and that the Contracted Works would be completed on or before 16 November 2022.
6. In reliance on the representations made by the Second Defendant, the Plaintiff made payments to the Second Defendant for and on behalf of the First Defendant, the sums of CI\$5,000 and CI\$2,500 in cash on 30 September 2022 and 3 October 2022 respectively as a deposit on the Contracted Works (the "Deposit").
7. Sometime in or around October 2022 the Defendants' workmen attended the Premises and carried out the following works in the master bathroom of the Premises:
  - i. Replacement of a shower head; and
  - ii. Replacement of eight (8) shower tiles.
8. Whilst replacing the shower tiles, the Defendants' workmen damaged one of the shower tiles in the master bathroom. The Plaintiff incurred expenses of CI\$150 to replace the tile (including labour cost).
9. In light of poor workmanship of the Defendants' workmen, the Plaintiff engaged the services of a cleaner to clean the bathroom at a cost of CI\$100.
10. Despite numerous requests made by the Plaintiff, the Defendants failed to complete the Contracted Works. The Defendants have also failed to refund to the Plaintiff the Deposit paid in respect of the Contracted Works, resulting in further costs and expenses to the Plaintiff.
11. As a result of the matters set out above, the Claimant suffered loss and damage.

**Statement as to Interest**

12. The Plaintiff claims interest on damages pursuant to Section 34 of the Judicature Act at such rate and for such period as the Honourable Court shall deem fit.

**AND THE PLAINTIFF CLAIMS:**

- (i) The sum of CI\$8,750 as damages for misrepresentation and / or breach of contract.
- (ii) Interest on damages pursuant to Section 34 of the Judicature Act at such rate and for such period as the Honourable Court shall deem fit.
- (iii) Costs.
- (iv) Such further or other relief as this Honourable Court deems just.

Dated this 9<sup>th</sup> day of June 2023



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FrancisGrey  
Attorneys for the Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN  
CIVIL DIVISION

CAUSE NO: SC 2023-

|          |                           |                  |
|----------|---------------------------|------------------|
| BETWEEN: | LISA PRENDERGAST          | PLAINTIFF        |
| AND:     | DOUGLAS CONSTRUCTION LTD. | FIRST DEFENDANT  |
| AND:     | ANDRES DOUGLAS            | SECOND DEFENDANT |

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ACKNOWLEDGMENT OF SERVICE

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1. State the Defendant's name and address and the date the Plaintiff was received.

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

Yes

No

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3. If you do not intend to contest the action, do you want time to pay the claim?

Yes

No

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4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.
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Service of the Plaintiff is acknowledged accordingly.

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Defendant's Signature

Dated this      day of      2023

See overleaf.

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PARTICULARS OF DEFENCE

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(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or in not liable for the full amount claimed).

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Defendant's Signature

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