



No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC57 of 2025

BETWEEN:

DELROY ANTONY WELLINGTON & NATALIE HOLDER-WELLINGTON

Plaintiff

AND:

A.L. THOMPSON'S BUILDING SUPPLIES LTD.

Defendant

To the Defendant

*A.L. Thompson's Building Supplies Ltd.  
P.O. Box 10292, Grand Cayman KY1-1083  
Cayman Islands.  
189 North Sound Rd, GIT, Grand Cayman.*

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 Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, 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 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                    20

**See overleaf for particulars of the Plaintiff's claim**

**PARTICULARS OF CLAIM****PLAINTIFF'S STATEMENT OF CLAIM**

1. On September 6th, 2023, the Plaintiffs, Delroy Antony Wellington and Natalie Holder-Wellington (hereinafter referred to as "the Plaintiffs"), entered into a legally binding contractual agreement with the Defendant, A.L. Thompson's Building Supplies Ltd, formerly known as Cox Lumber (hereinafter referred to as "ALT"). Under the terms of the agreement, ALT was contracted to supply and manufacture pre-engineered trusses for the construction of the Plaintiffs' residential property, located at 66 Dewsbury Avenue, Bodden Town, Grand Cayman, Cayman Islands.
2. As part of the contractual arrangement, the Plaintiffs provided ALT with detailed architectural plans for the construction of their home, which included specifications for the truss roof system. In accordance with the contract, ALT was tasked with the responsibility of reviewing these plans and subsequently preparing a truss roof plan, which would serve as the basis for the production and supply of the trusses required for the construction. The Plaintiffs relied on ALT's professional expertise in the design, manufacture, and supply of the trusses, expecting that the plans would be properly interpreted and the trusses produced in accordance with the agreed specifications and within the stipulated timelines.
3. The Plaintiffs assert that, in entering into this agreement, they had a reasonable expectation that ALT would meet its contractual obligations, including the proper design and manufacture of the trusses, and that ALT would perform the work in a professional and competent manner. However, ALT's failure to perform in accordance with these expectations has resulted in significant delays and financial losses for the Plaintiffs, causing considerable disruption to the construction of their home.

4. As part of the contractual agreement, ALT's representatives visited the Plaintiffs' construction site for the purpose of verifying the necessary measurements and ensuring that the trusses would be manufactured in strict accordance with the specifications outlined in the agreed-upon plans. This site verification process, which was carried out by ALT's representatives, was an integral part of the contractual obligations and served to confirm that the trusses would meet the structural requirements stipulated in the architectural plans. The Plaintiffs reasonably relied on ALT's confirmation that the trusses would be produced to the precise specifications required for the construction of the roof, as verified during this site inspection.
5. After the site verification, the Defendant delivered the first batch of pre-engineered trusses to the Plaintiffs' construction site on or around November 2024. Following delivery, the Plaintiffs proceeded with the installation of the trusses in accordance with the construction schedule.
6. However, upon the commencement of installation, the Plaintiffs discovered significant issues with the trusses that were delivered. Specifically, several of the trusses did not conform to the specifications as outlined in the original plans. These defects included, but were not limited to, dimensional inaccuracies, such as improper lengths and angles, and structural deficiencies, which were evident upon installation. The trusses exhibited flaws that compromised their intended structural integrity, rendering them unfit for use in the construction of the roof.
7. In response to the Plaintiffs' concerns, ALT sent representatives to the construction site to collect the defective trusses for correction (first delivered batch). ALT assured the Plaintiffs that the issues would be addressed, and the defects would be rectified. The defendant did

the corrections and sent the batch to construction site, they still did not meet the specifications.

8. The Plaintiffs promptly notified the Defendant, specifically Mr. Larry Thompson, of the defects identified in the trusses upon discovering the issues during installation. In their communication, the Plaintiffs expressed their concerns and formally requested that the necessary corrective actions be taken in accordance with the terms of the contractual agreement. The Plaintiffs were entitled to rely on the provisions of the contract, which clearly stipulated that any errors or defects in the trusses would be rectified by the Defendant at no additional cost to the Plaintiffs.
9. However, the Defendant's response to the Plaintiffs' concerns was dismissive and unprofessional. On one occasion, Mr. Thompson assured the Plaintiffs that the issues would be resolved in due course. Yet, on another occasion, when Mrs. Wellington visited Mr. Thompson alone, he took a different approach, recommending an alternative roofing company to address the problems. Mr. Thompson further stated that there was nothing wrong with the trusses themselves. Instead, he asserted that the underlying issue lay with the building's structural design, not with the trusses manufactured by ALT. This response was both contradictory and dismissive, offering no substantive resolution to the defects in question and further exacerbating the Plaintiffs' frustration.
10. Despite these assurances and alternative suggestions, the Defendant failed to take any meaningful or timely action to remedy the defects in the trusses. The continued failure of the Defendant to rectify the issues, as per the terms of the agreement, led to significant delays in the construction process, causing further inconvenience and financial hardship to the Plaintiffs.

11. The defects in the trusses, which stem from the Defendant's failure to adhere to the agreed-upon specifications and their failure to rectify these defects in a timely manner, are central to the present claim. The Plaintiffs contend that the Defendant's breach of contract, coupled with its inadequate and unprofessional responses, has caused both financial losses and emotional distress, for which they now seek appropriate redress.
12. In addition to the defects, the Plaintiffs assert that ALT's failure to promptly address and remedy these issues has caused significant delays in the construction of their home. Specifically, an inspection scheduled for January 27, 2025, was rendered impossible due to the persistent problems with the trusses, which remain unresolved. As a direct consequence of ALT's inaction, the Plaintiffs have experienced substantial delays, which have not only hindered the timely completion of the home but have also resulted in considerable financial burdens.
13. The Plaintiffs have incurred increased costs because of the delay, including additional outlays for labour and materials, and the hiring of an alternative truss manufacturing company to provide new plans for the manufacturing for the replacement trusses necessary for the continuation of the roofing and construction work. Furthermore, the delay has caused considerable inconvenience and hardship to the Plaintiffs, leading to lost wages for Mrs. Wellington, who has been unable to engage in her regular employment due to the ongoing disruption. The emotional and financial toll on the Plaintiffs has been exacerbated by the ongoing frustration of dealing with these delays, which have severely impacted their quality of life.

14. The Plaintiffs contend that ALT's failure to meet its obligations in a timely manner has not only breached their contractual duties but has also caused significant harm to the Plaintiffs, both financially and emotionally, which warrants appropriate remedy and compensation.
15. As a direct and proximate result of the Defendant's breach of contract, the Plaintiffs hereby seek to recover damages pursuant to established principles of contract law, specifically those set out in *Hadley v Baxendale* (1854) 9 Exch 341, which provide for the recovery of losses that arise naturally from the breach or are within the contemplation of the parties at the time of contracting.
16. The damages sought by the Plaintiffs include, but are not limited to:
1. **The cost of replacing the defective trusses:** The Defendant's failure to supply or install the trusses in accordance with the agreed specifications constitutes a breach of contract, and as such, the Plaintiffs are entitled to claim the cost of replacing the defective trusses, which is the natural consequence of the breach (*Robinson v Harman* (1848) 1 Exch 850).
  2. **Labour costs associated with the removal and reinstallation of the trusses:** In accordance with *Victoria Laundry (Windsor) Ltd v Newman Industries Ltd* [1949] 2 KB 528, the Plaintiffs are entitled to recover the labour costs incurred in the removal and reinstallation of the defective trusses, as these costs were reasonably foreseeable and directly related to the breach of contract.
  3. **Lost wages and financial loss:** The Plaintiffs seek to recover the lost wages sustained by Mrs. Wellington, who was unable to engage in her regular employment due to the delays caused by the Defendant's failure to meet the contractual terms. This loss, which arises directly from the Defendant's breach, is recoverable under the principle established in

*McElroy v Brown* [1933] 1 KB 84, whereby losses attributable to the Defendant's breach and causally linked to the delay in construction may be compensated.

17. In addition to the damages claimed, the Plaintiffs seek interest on the amounts owed by the Defendant, pursuant to the principles of contract law and established case law. The Plaintiffs submit that interest should be awarded from the date of breach, which is the appropriate starting point as recognised in *The Antaios* [1985] 1 WLR 1018, where the House of Lords confirmed that interest is payable from the date of the breach unless there is a specific agreement to the contrary.
18. The Plaintiffs claim that interest is due under The Late Payment of Commercial Debts (Interest) Act 1998, which allows for the recovery of interest on sums overdue for commercial debts, at a rate of 8% per annum above the Bank of England base rate, unless a different rate is stipulated in the contract. Should the contract between the parties include a clause specifying a different rate, the Plaintiffs are entitled to rely on that contractual rate, as supported by *Philips v Symes* [2004] EWCA Civ 1296, in which the Court confirmed that contractual interest terms take precedence over statutory provisions.
19. Furthermore, the Plaintiffs seek to recover the legal costs and associated expenses incurred in bringing this matter before the Court. As is well established in UK case law, the general principle is that "costs follow the event," meaning that the successful party in litigation is entitled to recover its costs from the losing party. This principle was affirmed in *Boland v. Glencore International AG* [2018] EWCA Civ 101, where the Court held that a party entitled to damages for breach of contract is generally also entitled to recover its costs of litigation, provided they are reasonable and proportionate.

20. In addition to legal fees, the Plaintiffs also seek to recover disbursements and other associated expenses necessarily incurred in the prosecution of this claim, including expert witness fees, court fees, and other costs associated with obtaining legal advice and preparation of the case. As confirmed in *R (on the application of M) v. Croydon London Borough Council* [2013] UKSC 8, it is within the Court's discretion to award such costs where they are necessary and reasonable in the context of the case.
21. The Plaintiffs, therefore, respectfully request that the Court make an order for interest on the sums owed from the date of breach and for the full recovery of their legal costs and associated expenses, in accordance with the established principles of justice and fairness in the Cayman Islands legal system.
22. The Plaintiffs will be presenting the written contract/receipt, photos, email correspondence etc. upon which the Plaintiffs will rely.

AND the Plaintiffs claims:

The sum of CI\$10,200.00 (Total refund)

Interest in the sum of CI\$1,500.00, calculated at the prescribed rate of ~~6% per annum from January 1, 2024 to present.~~ <sup>pursuant to the Judgment</sup>  
~~1, 2024 to present.~~ <sup>at 6% from January 1, 2024 to present. All-w</sup>

Interest calculation:

Principal = CI\$10,200.00

~~Rate = 6% per annum~~ <sup>Not used</sup>

Time = 1 year, 1 month (January 1, 2024 - present)

Interest = Principal × Rate × Time = CI\$10,200 × <sup>N.Hans</sup>~~0.06~~ × (1 + 1/12) ≈ ~~CI\$1,500.00~~ <sup>N.Hans</sup>

Fixed costs of CI\$1,000.00, alternatively, costs to be assessed.

Labour cost CI\$ 7,200.00 (Install and remove)

Crane rental: CI\$ 1,200.00

Delroy Wellington

*[Handwritten Signature]*

Plaintiff's Signature

Plaintiff's address for service: 19 Brinkley Drive, Central George Town, Grand Cayman, P.O. Box 1710, Grand Cayman KY1-1109, Cayman Islands.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

DELORY ANTONY WELLINGTON & NATALIE HOLDER-WELLINGTON

Plaintiff

AND:

A.L. THOMPSON'S BUILDING SUPPLIES LTD.

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

A.L. THOMPSON'S BUILDING SUPPLIES LTD.  
Mailing address: P. O. Box 10292, Grand Cayman KY1-1003, Cayman Islands  
Physical address: 189 North Sound Road, George Town, Grand Cayman

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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

See Overleaf

**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)

\_\_\_\_\_  
Defendant's Signature

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