

- ii) Contractor shall at his own and proper cost find out provide good, proper and sufficient materials of all types for the building of Works except for items listed in item v, below.
 - iii) Owner to supply/provide at his own expense all furniture, appliances and window treatments including any installation charges.
 - iv) Contractor shall provide qualified labor to carry out Works in an efficient and workmanlike manner.
6. The completion date for the Defendants to finish construction of the said family home was six (6) months after the date of mobilization.
 7. On or about the 30th December 2021, the Plaintiffs advanced to the Defendants the sum of CI \$102,000.00 the first instalment as per the written agreement dated 30th December 2021.
 8. On or about the 20th day of January 2022 the Defendants mobilized to begin the construction of the said family home. Therefore, the completion date was on or about the 10th day of July 2022.
 9. On or about 23rd May 2022 when the Defendants were preparing to install the roof, the Plaintiffs met with the Second Defendant and were told by the Second Defendant that he knew from Friday 20th May that the bathroom and kitchen walls were twelve (12) inches out of square and needed to be redone from the foundation up to the belting. As a result of this negligent work by the Defendants, the said walls had to be demolished and rebuilt. This resulted in the plumbing and electrical work in the said walls having to be moved so the said walls could be demolished and rebuilt. To date the plumbing in the shower floor remains unmoved as if was too costly and time consuming to remedy, thus the Plaintiffs would incur further cost.
 10. When the interior walls were constructed, the main electrical panel was not centered in place, therefore the completed work indicates that the two-gang (double) switch cover on the same wall with the main box had to be cut and trimmed to fit in place. This cut cover will remain as is because to have this remedied in the future the Plaintiffs will incur further cost.
 11. When the electrical work was being done the Defendants omitted a switch in the garage which was on the drawings. This remains as is as the Plaintiffs would have to incur further costs to have it rectified.

12. The interior plastering/rendering was poorly done. All the walls have different and uneven textures. This shoddy plastering/rendering remains as the Plaintiffs would have to incur further costs to have that rectified.
13. The porch walls are also out of alignment from foundation to belting with roof attached. On 3rd October 2022, the Defendants expressed a desire to reshape the walls, but the Plaintiffs denied the request, as that would have further delayed the project. This remains out of alignment as the Plaintiffs would incur further costs to have this rectified.
14. After the incident with the walls being out of alignment a degree of uncertainty and mistrust arose about the competence of the Second Defendant to properly supervise his staff and the general competence of the said staff to complete the remainder of the efficiently and in a timely manner. The Plaintiffs started to have doubts about the Defendants ability to properly construct the roof as originally agreed upon so the Plaintiffs changed the type of roof from stick built to trusses.
15. On or about the 7th July 2022 the Plaintiffs paid a second drawdown of CI \$102,000.00 as per written the written agreement dated 30th December 2021. An additional amount of CI \$10,921.00 was also paid to the Defendants which included the difference on roof due to trusses (\$9,076.00), the difference on electrical (\$1,509.00) and plywood for catwalk (336.00).
16. On or about late September 2022, with the plumbing incomplete, the plastering incomplete and no definitely completion date from the Defendants, the Plaintiffs were still paying rent because the home was still incomplete. The Plaintiffs asked the Second Defendant to contribute towards their rent as the project was way pass the deadline and the Defendants refused.
17. The Plaintiffs met with the Second Defendant several times during the project, expressing her dissatisfaction with the Defendants' quality of work, and missed deadlines and delays as a result of the negligent and shoddy work. On 3 October 2022 the Plaintiffs and the Second Defendant had another meeting, which did not go well as they were unable to agree on some key issues. The Plaintiffs then requested a follow up meeting on October 10th, 2022 but that was rejected by the Second Defendant.

18. The Defendants did not return to the job site after 3 October 2022. The Second Defendant sent an email to the Plaintiffs on October 10th, 2022. It read “In recent weeks, I have become increasingly uncomfortable with the situation regarding the completion of your residence. There seems to be an attitude of mistrust, perhaps by both parties, and I do not wish to continue working like this. I have, therefore, concluded that it would be best for us to reconcile our accounts and settle with each other now. This will afford you the opportunity to complete the house on your own, choosing your own fittings and fixtures, etc.”
19. When the Plaintiffs inspected the building after the Defendants left on 3 October 2022, the Plaintiffs discovered that the Defendants had laid the floor tiles in the building higher than the pre-hung door opening allowed. Therefore, the pre-hung frames had to be removed, reduced to fit, and plastered again. The doors were also purchased incorrectly by the Defendants as they were to swing inside the said rooms instead of outside as stated on the drawings. This cannot be corrected and done as originally stated on the drawings because of the height of the floor tiles.
20. The Defendants construction of the Plaintiffs single family home was done negligently and as a result thereof not up to the required building code of the Cayman Islands which resulted in the Plaintiffs having to contend with the Planning Department to make the building compliant.
21. The Plaintiffs hired another Contractor to complete the work left unfinished by the Defendants and to rectify the Defendants negligent work in an effort to meet the building code of the Cayman Islands.
22. The Defendants still retains the sum of Twelve Thousand Eight Hundred and Eighty-Six Dollars and Twenty-Eight Cents (CI \$12,886.28) from the Plaintiffs for work left unfinished. In addition, the Plaintiff was left to pay another contractor the sum of Twenty-Four Thousand Four Hundred and Fifty Dollars and Thirty-Two cents (CI \$24,450.32) to complete unfinished work and rectify the Defendants negligent work.
23. The Defendants by doing such negligent work are collectively and severely liable to the Plaintiffs and have caused the Plaintiffs severe inconvenience, trouble and considerable expenses and they have hereby suffered loss and damages.

Particulars of negligence

- a) Constructing the building walls out of alignment
- b) Failing to take any or all adequate measures whether by way of examination, inspection or otherwise to ensure that the said building was properly squared and plumbed so as to prevent errors and interruptions in finishing the building.
- c) Failing to properly install the floor tiles in the building so as to allow the doors to open and close unimpeded.
- d) Failing to align the main electrical panel box so that switch covers do not have to be cut to fit their space.
- e) Failing to properly plaster/render interior walls so that they are uniformed and have even texture.
- f) Failing to take any or all adequate precautions in the construction of the building so as to prevent the building from being incompliant with the building code of the Cayman Islands
- g) The Plaintiff will further rely on the doctrine of res ipsa loquitur

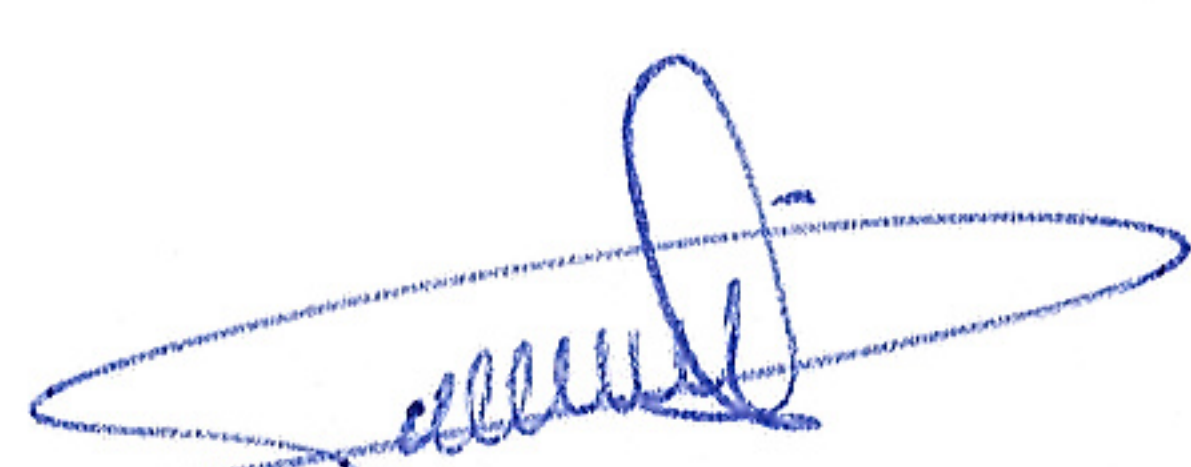
Particulars of loss and damage

- a) Difference between Two Hundred and Fourteen Thousand One Hundred and Twenty-Five Dollars (CI \$214,125.00) the price agreed to be paid and Twenty-Four Thousand Four Hundred and Fifty Dollars and Thirty-Two Cents (CI \$24,450.32), the price the Plaintiffs had to pay.
- b) Loss of use of the family home from the 10th day of July 2022 to the 3rd day of December 2022.

And the Plaintiff Therefore Claims:

1. The sum of CI \$12,886.28
2. The sum of CI \$24,450.32
3. And the Plaintiffs claim damages
4. Interest on the damages and for such rate and for such period as the court shall deem proper
5. Costs
6. Such further or other Relief as the Court deem proper.

Dated this ²⁸ day of April 2023



A Steve McField & Associates
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: The Plaintiffs
Julie Rankin
Lomax Rankin

THIS WRIT 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 GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2023

BETWEEN: JULIE RANKIN First Plaintiff
LOMAX RANKIN Second Plaintiff

AND: ALLAN BUSH CONSTRUCTION CO. LTD First Defendant
ALLAN BUSH Second Defendant

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

Service of the Writ is acknowledged accordingly.

(Signed).....
 [Attorney] for

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

A Steve McField & Associates
Unit A10 Amerigo House
Elizabethan Square
P.O.Box 68 George Town
Grand Cayman KY1-1107

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

Acknowledgement of service of writ of summons (0.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

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 495G, 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 Statement of Claim is indorsed on the Writ (i.e. the words "Statement 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 Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement 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

Please complete overleaf

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 Writ of Summons)".
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 its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.