



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Canute Nairne & Tracy Ross

Plaintiff

AND:

Padraic Linnane

Defendant

To the Defendant

NW Suite #8, The Grand Pavillion,
Grand Cayman, Cayman Islands

THIS PLAINT has been issued against your 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 16 day of April 2025

See overleaf for particulars of the Plaintiff's claim


PARTICULARS OF CLAIM

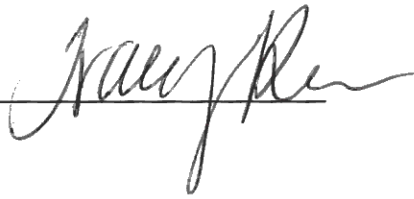
(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

Please see page in back with full summary.

AND the Plaintiff claims:

- 1 The sum of 5000.
- 2 Interest in the sum of \$ to be assessed when going to court calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 165.00, alternatively costs to be assessed.


 Plaintiff's Signature


 Plaintiff's address for service

4 Sunset Retreat, John Greer Blvd, George Town
 Grand Cayman, Cayman Islands

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Canute Nairne & Tracy Ross

Plaintiff

AND:

Padraic Linnane

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

NW Suite #8, The Grand Pavillion,
Grand Cayman, Cayman Islands

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.



From: Padraic Linnane bchclub@icloud.com
Subject: Restaurant Equipment
Date: December 17, 2024 at 4:24 PM
To: Padraic J. Linnane cdms@candw.ky

- Ice marker \$1500
- Standing freezer \$2500
- Standing double door fridge \$3000
- Booths \$500 each = \$3000 for 6
- (2) Under counter fridge \$800 each
- Dishwasher \$1000
- x 6ft Kitchen hood comes with fire suppression \$8000
- 13 Bar stools \$100 each
- 6 regular size chairs \$100
- 3 wine fridge 300 each
- Bear cooler \$300
- 6 granite top tables 400 each
- 1 high granite top tables \$500 holes up to 6 people
- 1 triple kitchen sink \$200
- 2 hands sinks 100 each
- Ice well \$250

Thanks for your time let meet tomorrow

Padraic J. Linnane
Managing Director
Caribbean Resort Sports Co.
Cayman Destination Management Services Ltd.
NW Suite # 8, The Grand Pavilion
Grand Cayman, Cayman Islands.
Tel: +(345) 743-8100 / Cel: +(345) 326-4804
Email: cdms@candw.ky / bchclub@icloud.com

Cayman Destination Management Services agrees to purchase all of the above equipment (other than hood) for now.

(* Kitchen Storage: Hang from ceiling (12ft long, width 2ft6", height 5'1") + Kitchen hood to be addressed separately + is not part of package

CI \$15K.

CI \$10K Pay on 19th December 2024.

CI \$5K Balance to be paid within 30 days

Signed:  19/12/2024.
Padraic Linnane



On the 19th of December 2024, the plaintiff sold KYD \$15,000 worth of kitchen equipment to the Defendant. The contract states that KYD \$10,000 was to be transfer as the contract was signed and the remainder of the KYD \$5,000 to be transferred 30 days later and the remaining items (13 bar stools) to be collected. On the 19th of January 2025 we did not receive the balance. We then contacted the defendant on January 21st, 22nd, 6th and 10th of February , 2025 regarding the collection of the items and the balance. We have tried to contact the defendant via whatsapp, Phone and email and we have not gotten a response.

See whatsapp correspondence attached.

On the 13th of February we got an email from Ciarani Linnane please see attached and response.

To this date we have not heard from the defendant.

Kitchen Equipment Inbox x

Ciaran Linnane <CiaranLinnane@cdmscayman.com>
to me, cdms, Padraic, Padraig ▾

Feb 13, 2025, 12:55 PM ☆ 😊 ⏪ ⋮

Dear Canute,
We acknowledge receipt of your email dated 10th February and advise that we have no problem in discharging the balance of the agreed sum for the schedule of kitchen equipment we agreed to purchase from you in good faith.

There appears to be some misunderstanding, as all we have asked is that someone from your team come down and go through each of the appliances with us as we purchased them all in good faith as being serviceable and that each piece of equipment could be put into operational use with immediate effect. This is not the case, and it is for this reason that we requested that someone make themselves available to meet with one of our service delivery team on site to go through each of the appliances and check them off as being serviceable and what we purchased.

If you could confirm what time and date we could meet on site and carry this out that would be greatly appreciated as we would like to get this outstanding matter dealt with in the manner it was undertaken from the start. All in good faith.

We look forward to hearing from you so we can complete the balance of the payment in respect of what we purchased. It is not our intent nor is it how we do business, we have been around and trading for over 20 years and we conduct our affairs in a proper, straight up and honest manner so we are not going anywhere. All we have asked is that our request that some one meets with us on site at Mollie's Beach Club and go through each of the pieces of equipment to ascertain that each appliance is serviceable, as we purchased everything as being serviceable with the exception of one undercounter fridge unit that required electrical service work to be carried out.

We remain yours sincerely and look forward to hearing from you. You can contact me directly on 321 0507 Canute.

Ciarán P Linnane

Chief Financial Officer

Unique Restaurant <uniquerestaurantky@gmail.com>
to Ciaran, cdms, Padraic, Padraig ▾

Fri, Feb 14, 10:39 AM ☆ 😊 ⏪ ⋮

Dear Ciaran,

We would like to clarify that all kitchen equipment was sold in working condition with the exception of one under counter fridge which was explained and accepted, as they were fully operational up to the last day of our restaurant's closing. Prior to purchase, the items were viewed and taken pictures of multiple times, ensuring transparency in their condition.

As per our terms the items come as is, once the items leave our warehouse, we are no longer liable for them. Additionally, Michael Lemay has stated that an electrician has already tampered with the equipment, which further removes any responsibility on our end.

We have made numerous attempts to reach out to Padraic Linnane but received no response. We also contacted Michael Lemay, who informed us that he would discuss the matter of the remaining balance prior to our agreement with his partner and get back to us. However, we did not hear back after that. On Wednesday February 12th, 2025, we received a voice note from Michael Lemay requesting us to come and demonstrate the equipment. Unfortunately, we do not operate or service the equipment ourselves, as we relied on professional maintenance companies for that. Therefore, our presence would not make any difference in addressing the concerns.

We hope this clarifies our position. Please let us know if you need any further information.

Best regards,

Canute Naime

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Ciaran Linnane <CiaranLinnane@cdmscayman.com>

Fri, Feb 14, 11:25 AM ☆ 😊 ⏪ ⋮

to me, cdms, Padraic, Padraig ▾

Dear Canute,
We are not disputing anything below, we have merely asked that someone come down and go through the equipment, let me go through this with Padraic and Michael and I can confirm, this will be resolved, and our commitments will be honoured. Let me get back to you next week and get this matter resolved for you.

Kind regards,

Ciarán P Linnane

Chief Financial Officer



Cayman Destination Management Services Ltd.,
NW Suite # 8, The Grand Pavilion,
Grand Cayman, Cayman Islands, BWI.
P O Box 31321, KY1-1206.

Tel: +345 743 8100, Cell: +353 86 723 2615 /+345 321 0507
Personal Email: CiaranLinnane@cdmscayman.com
Operations Email: cdms@candw.ky
Reservations Email: cdmsadmin@candw.ky
www.cdmscayman.com



