

PARTICULARS OF CLAIM

1. The Plaintiff was at all material times the registered owner of a home located at [REDACTED], Grand Cayman.
2. The Defendant was at all material times an installer of hurricane shutters.
3. On or around 15th December 2025, the Plaintiff and the Defendant entered into a written agreement that the Defendant would install hurricane shutters on all windows and doors on the Plaintiff's house situated at [REDACTED] Grand Cayman.
4. The agreed cost to carry out installation was **CI\$17,425.00**.
5. The Defendant assured the Plaintiff that he had materials to start the job on 27 December 2025 and he would complete the job by 31st January 2026. The Plaintiff relied on this promise to her detriment.
6. On 15th December 2025, the Plaintiff paid the Defendant CI\$9,000 towards the total cost of CI\$17,425.
7. It was agreed that the balance of CI\$8,425 would be paid to the Defendant when the job was complete.
8. The Defendant failed to complete the installation by 31st January 2026 as agreed.
9. By 10th March 2026, the Defendant installed only 2 standard sized windows at the back door and one small bathroom window on the upstairs.
10. On or around 9th March, 2026, the Defendant accepted that he was in breach of the agreement to install the shutters.
11. In a WhatsApp message to the Plaintiff's telephone number [REDACTED] from the Defendant's telephone number [REDACTED] on 9th March, 2026, the Defendant promised the Plaintiff that he would return the deposit of CI\$9,000.00 to the Plaintiff, but to date he has not done so.
12. The Defendant is therefore in breach of the agreement and is liable to the Plaintiff for damages for breach of contract and costs.

13. The Plaintiff had no choice than to engage the services of another company to carry out the installation for the cost of **CI\$23,982.79**. There is an increased difference of **CI\$6,557.79** which the Plaintiff will have to pay to the replacement company to install shutters on the windows and doors of her home. The Plaintiff claims that difference.
14. The Plaintiff claims interest pursuant to the Summary Court Act.

And the Plaintiff Claims:

- (i) The sum of **CI\$15,557.79** (CI\$9,000 refund of deposit and CI\$6,557.79 additional cost for a replacement installer)
- (ii) Pre and Post Judgment Interest
- (iii) Costs

Dated this 25th day of March, 2026



Margeta Facey-Clarke
Plaintiff

IMPORTANT NOTE

*If, within the time for returning the Acknowledgment of Service (i.e. 14 days of service of this Plaint, counting from day of service), the Defendant pays the total amount claimed of **CI\$15,557.79 (plus interest and costs)**, further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney, if so directed).*

The Plaintiff's address for service is _____, Grand Cayman – _____
email: _____

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN: MARGETA FACEY-CLARKE

AND: MINROY HYDES

Plaintiff

ACKNOWLEDGMENT OF SERVICE OF PLAINT

1. State Defendant's name and address –
Minroy Hydes
_____, George Town, Grand Cayman
Email: _____ Tel: _____
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 Complaint is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2026

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

Defendant's address for service of documents is:

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.