

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *166* OF 2013

BETWEEN NATIONAL CONCRETE LTD.  
AND SHOREWAY BUILDERS LTD.  
AND GILLARD McLAUGHLIN

PLAINTIFF  
1<sup>ST</sup> DEFENDANT  
2<sup>ND</sup> DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: SHOREWAY BUILDERS LTD. & GILLARD McLAUGHLIN  
C/O 70 Northwest Point Road 70 Northwest Point Road  
West Bay West Bay  
Grand Cayman Grand Cayman



**THIS WRIT OF SUMMONS** 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 Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

*If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.*

Issued this        day of        2013

**NOTE** - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

### STATEMENT OF CLAIM

1. The Plaintiff is a Registered Company pursuant to the Company Law of the Cayman Islands with its Registered Office situate at the offices of Adriannie Webb, Attorney-at-Law, Second Floor (South East Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman, Cayman islands.
2. The Plaintiff was at all times engaged in the business of selling and supplying building cement to its customers.
3. The Plaintiff, at all material times, sold and supplied building cement to its customers on credit.
4. The First Named Defendant was at all material times represented by the Second Defendant as duly Registered Company under the Company Law of the Cayman Islands with Registered Office situate at 1 Sleepy Hollow Drive, George Town, Grand Cayman and was at all material times a customer of the Plaintiff who bought and was supplied building cement and material on credit by the Plaintiff.
5. The Second Named Defendant at all material times represented to the Plaintiff that he was the sole Principal of the First Defendant and entered into a contract of Indemnity whereby he agreed to Indemnify the Plaintiff for any loss incurred due to the failure of the First Defendant to honour its obligations under a Supply Agreement entered into between the Plaintiff and the First Defendant on or about the 1<sup>st</sup> day of March 2011.
5. On or about the 1<sup>st</sup> day of March 2011 the First Defendant entered into a Supply Agreement with the Plaintiff whereby the First Defendant was supplied building cement and material on credit, from the Plaintiff, amounting to CI\$44,197.50.
6. The Defendant has paid down the said credit until a balance of CI\$1,705.50 remained due and owing on the 17<sup>th</sup> October 2011.
7. It was a term of the said credit granted to the Defendant that a service charge of 2% computed on a monthly basis would be charged to any unpaid balance that remained owing after 30 days of the grant to the Defendant.
8. The Defendant has made no payment in respect of his indebtedness to the Plaintiff since on or about the 16<sup>th</sup> October 2011 despite various demands from and on behalf of the Plaintiff for him to pay off the sum owed by him.
9. The Defendant is accordingly now indebted to the Plaintiff in the sum of CI\$32,790.80

Particulars of Loss

Credit Balance	CI\$31,705.50
Interest incurred to date	CI\$ <u>985.30</u>
	CI\$32,790.80

Statement Regarding Interest


The Debt attracts an interest of 2% in respect of unpaid balance  
The Annual interest rate on the unpaid balance is CI\$638.75  
The daily interest rate is CI\$1.75

**AND THE PLAINTIFF CLAIMS:**

1. The outstanding Credit Balance of CI\$31,705.50
2. Accumulated Interest thereon of CI\$985.30
3. Interest thereafter at the contractual rate of 2% until payment is made in full.
4. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$33,689.80 (including interest and cost) further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys-at-Law.

Dated this 7<sup>th</sup> day of May 2013

  
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Murray & Westerborg

THIS SPECIALLY ENDORSED WRIT was issued by Murray & Westerborg, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys-at-Law, The Second Floor, (South West Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.



Acknowledgment of service of writ of summons (O.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 a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.



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**CAUSE NO.                      OF 2013**

**BETWEEN    NATIONAL CONCRETE LTD.                      PLAINTIFF**  
**AND        SHOREWAY BUILDERS LTD.                      1<sup>st</sup> DEFENDANT**  
**AND        GILLARD McLAUGHLIN                      2<sup>nd</sup> DEFENDANT**

**ACKNOWLEDGEMENT 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                      Delay may result in judgement being  
directions and notes for guidance                      entered against a Defendant whereby he  
carefully before completing this form.                      May have to pay the costs of applying to  
If any information required is omitted                      set it aside.  
Or given wrongly, **THIS FORM MAY**  
**HAVE TO BE RETURNED.**

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

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

<input type="checkbox"/> yes	<input type="checkbox"/> no
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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 judgement entered by the Plaintiff (tick box).

<input type="checkbox"/> yes
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Service of the Writ is acknowledged accordingly

(Signed).....  
[Attorney] for  
[Defendant in person]  
Address for service:

*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 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 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:*

MURRAY & WESTERBORG  
Second Floor (South West Wing)  
Cayman Shipping Centre  
10 Shipping Lane  
George Town  
Grand Cayman, Cayman Islands

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

