

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO: CIV 88 OF 2014

BETWEEN:

S & S LTD. T/A RELIABLE GARDENING LANDSCAPE & TRENCHING

PLAINTIFF

AND:

PAMELA WORKMAN

1<sup>st</sup> DEFENDANT

AND:

EDWARD WORKMAN

2<sup>nd</sup> DEFENDANT

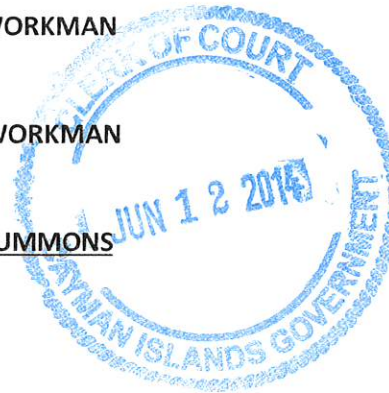
TO:

Pamela Workman

AND:

Edward Workman

WRIT OF SUMMONS



**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 the 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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

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

Issued this      day of June 2014.

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 Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is a company registered in the Cayman Islands and carrying on business as landscape gardeners, garden irrigation installation and maintenance and other related services. All dealings between the parties were carried out on behalf of the plaintiff by Mr. Junior Fisher as sole shareholder and a director of the plaintiff.
2. The defendants are husband and wife and are the joint proprietors of property Registration Section South Sound, Block 21E, parcel 81 and the 2<sup>nd</sup> named defendant is the sole proprietor of property Registration Section South Sound, Block 21E, Parcel 82. These parcels are referred to hereinafter as "Parcel 81" and "Parcel 82" or together as "the parcels".
3. The 2 parcels share a common boundary and parcel 82 is undeveloped land which is utilised by the defendants as a garden to their home situated on parcel 81.
4. In or around June 2008 the defendants contracted with Mr. Patrick Panton of East End Gardening to carry out work to their parcels including provision of irrigation to the garden area. The plaintiff was sub-contracted by East End Gardening to carry out that work on his behalf and this work was completed and paid for.
5. In or around early July 2008, Mr. Panton indicated that he was unable to fulfil the remainder of the contract between East End Gardening and the defendants and introduced the plaintiff and the 1<sup>st</sup> Defendant.
6. In or around early July 2008 the plaintiff and the 1<sup>st</sup> defendant acting on behalf of both defendants orally agreed that the plaintiff should carry out landscape gardening services to parcels 81 and 82 with the scope of the services being as follows:
  - a) Labour and tools for clearing and weeding garden area.
  - b) removal of unwanted materials including garbage and trees.
  - c) level the garden with Cayman rock, crush and run.
  - d) place topsoil on the garden and level surface.
  - e) Install zozia sod grass on the garden surface measuring 27,530 square feet.
  - f) delivery and supply of 320 yards of top soil, 116 yards of cayman rock, 135 yards of crush and run and 27,530 square feet of Zozia sod grass.
  - g) Build ramp from property to the garden with supply of all necessary materials.
  - h) Install and treat plywood around house on parcel 81 prior to Hurricane Paloma.
  - i) All labour and materials for the above works and associated and consequential work.

A detailed invoice for the work, materials used and supplied and dates of the work is annexed to this statement of claim.

7. It was an implied term of the said contract that the defendants would pay a reasonable charge for such work and materials. Such obligation upon the defendants is joint and severable.
8. Pursuant to the said contract the plaintiff carried out such work and provided the materials and the work was completed by September 2008 save and except the work detailed at 6(f) which was completed by early November 2008. A reasonable charge for such work is CI\$135,411.34/ USD\$165,135.78.
9. An invoice for the sum claimed was presented in November 2008 to the 2<sup>nd</sup> defendant.
10. Since that date the defendants paid the following sums:

21 February 2009	USD\$15,670.43
24 February 2009	USD\$30,000.00
1 April 2009	<u>USD\$10,000.00</u>
Total	USD\$55,670.43


11. The balance due of USD\$109,465.35 remains due and owing to the plaintiff as the defendants have failed to pay the said sum to the plaintiff.
12. The Plaintiff also claims interest on the said sum owing at 2 3/8% per annum from the date of demand of repayment.

13. **STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from the date of first demand for repayment on the unpaid balance only until payment and in accordance with the provisions of the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed is as per the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.
- c) Interest is claimed on the sum claimed from the 9<sup>th</sup> November 2008.
- d) The amount of interest owing at date of issue of this Plaintiff is USD\$14,516.80.
- e) The amount of interest accruing each day following the issue of this Plaintiff is USD\$7.12.

**AND THE PLAINTIFF CLAIMS:**

- (i) The said sum of USD\$109,465.35.
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (ii) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service



**Samson & McGrath**  
**Attorneys for the Plaintiff**

**Endorsement**

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of USD\$109,465.35 and all filing fees, ad valorem fees, and all interest claimed all further proceedings will be stayed.

**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 installments 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.



**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.

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

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman

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

[Empty box for defendant's attorney endorsement]