

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 182 OF 2017

B E T W E E N:

CAYMAN PREMIX LIMITED

Plaintiff

AND

DWAINNEY WILSON  
T/A DWAINNE ROY CONSTRUCTION



Defendant

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WRIT OF SUMMONS

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TO:

Dwainey Wilson  
P.O. Box 2869  
Grand Cayman KY1-1112  
CAYMAN ISLANDS



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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to 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 judgment may be entered against you forthwith without further notice.

**Issued this 1st day of August 2017**

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.

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**STATEMENT OF CLAIM**

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1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P. O. Box 2869, Grand Cayman, KY1-1112, Cayman Islands.
3. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement and other similar products. At all material times, the Plaintiff would deliver concrete to a location at the request of the Defendant, and submit an invoice subsequently for the payment for the goods and services rendered. There was no formal contract drawn between the parties to govern the facility by which credit was so advanced. The Defendant received goods from the Plaintiff from a date in or around the first quarter of 2014.
4. The invoices for payment were provided at the location and time of delivery. The Invoices contained *inter alia* the following terms on the reverse:

"If it becomes necessary to bring any action to collect amounts due on this invoice, Purchaser shall be responsible for reasonable attorney fees and court costs incurred by vendor in securing collections. Interest shall accrue at 2% per month on outstanding balances."
5. The invoices were addressed both to the Defendant personally, and also "Dwayne Roy Construction" which was at all material times a trading name for the Defendant. The Defendant had notice of these terms and conditions before the times material to this claim.
6. The Defendant failed to make payment of sums due under a number of invoices rendered between 27 March 2015 and 9 July 2015. As of the date of the commencement of this proceeding the Defendant owed to the Plaintiff the sum of CI\$63,278.30, comprising CI\$41,050.00 principal debt and CI\$22,064.03 interest, which continues to accrue at CI\$27.21 per diem.
7. Notwithstanding a demand for payment made prior to the commencement of these proceedings, the Defendant has either failed or neglected to make full payment to the Plaintiff.

8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$41,050.00 being the principal sum;
- b) Pre and post judgment interest from the date of the invoices to 31 July 2017 in the sum of CI\$22,064.03, continuing in the sum of CI\$27.21 per diem, at the rate of 2% per month in accordance with the terms of the invoices;
- c) Alternatively statutory interest pursuant to Section 34 *Judicature Law (2017 Revision)* at such rate as the court thinks fit.
- d) Costs on an indemnity basis in accordance with the terms of the invoices;
- e) Such further and other relief as this Court may deem just.

*HSM Chambers*

**HSM Chambers**  
Attorneys for the Plaintiff

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$41,050.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$200.00, plus ad valorem fees of CI\$310.50 if, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 3(c) above;
2. The prescribed rate of interest is 2% per month;
3. The date from which interest is payable is calculated from the date of each invoice, the earliest being 27 March 2015 and the latest being 9 July 2015;

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-law for the Plaintiff whose address for service is 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands (Ref: 418890.0011)

**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 each Defendant or by each Defendant if acting in person.  
  
After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 Acknowledgement 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 2017

B E T W E E N:

CAYMAN PREMIX LIMITED

Plaintiff

AND

DWAINNEY WILSON

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*).  
 yes  no

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 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 communication 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.

HSM Chambers  
Attorneys-at-Law  
68 Fort Street  
P.O. Box 31726  
George Town  
Grand Cayman KY1-1207  
CAYMAN ISLANDS  
  
Ref. 418890.0011

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

