

Writ of Summons (0.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. 21 of 20 18

**BETWEEN:** Tyson Construction Company Limited

**Plaintiff**

**AND:** Martin Joseph Tait

**Defendant**



WRIT OF SUMMONS



To the Defendant: Martin Joseph Tait

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, PO Box 495GT, 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 fail to return the Acknowledgement within 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 7<sup>th</sup> day of February 2018

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**

Direction for Acknowledgement of Service are given with the accompanying form

## STATEMENT OF CLAIM

1. By written agreement made on the 1<sup>st</sup> of June 2017, the Plaintiff entered into a contract to provide services to the Respondent.
2. The said agreement was made within the jurisdiction of the Cayman Islands
3. That the Plaintiff rented to the Defendant a Roofing machine: JOB SITE, serial number#SL16-120440076 and a Bending Machine Mark II Trim Master for the set period of three months starting from **1<sup>st</sup> June 2017 to 31<sup>st</sup> August 2017** for the cost of CI\$5,000.00 (Five Thousand Cayman Dollars) and the parties agreed to it.
4. It was an express term of the contract that the Defendant pay the full cost of CI\$5,000.00 (Five Thousand Cayman Dollars) in advance for renting the machines.
5. By way of the written agreement. The Respondent agreed if the machinery was not returned by the 31<sup>st</sup> August 2017 that the Respondent would pay CI\$250.00 (Two Hundred and Fifty Cayman Dollars) per day for each additional day after the 31<sup>st</sup> August 2017 for the machinery, until the machinery was returned or replaced.
6. By way of the written agreement. The parties agreed in the event that the machinery was not returned. The Respondent would pay the Plaintiff CI\$15,000.00 (Fifteen Thousand Cayman Dollars) for the Roofing Machine and CI\$2,500.00 (Two Thousand Five Hundred Cayman Dollars) for the Bending Machine.
7. The Defendant further agreed liability by way of the agreement entered into on the 1<sup>st</sup> June 2017 to:
  - a) To only use the machinery for the purpose of installing metal panels to the residence of the Defendant in Costa Rica.
  - b) Be liable for all shipping fees to Costa Rica and return to the Cayman Islands.
  - c) Be liable for all and any repairs or damage to either the Roofing Machine or Bending Machine during shipping, installation and works at the Defendants residence in Costa Rica.



## ROOFING MACHINE AND BENDING MACHINE RENTAL AGREEMENT

This Rental Agreement is made this day 1<sup>ST</sup> of June, 2017, between Martin J. Tait and Talbert N. Tatum / Tyson Construction Co. Ltd.

Talbert N. Tatum / TYSON CONSTRUCTION is referred here in this agreement as the Owner

AND

Martin J. Tait is referred here in this rental agreement as the client.

### 1 ) RENTAL:

Tyson Construction Co. Ltd. agrees to rent the Roofing Machine Manufactory : JOB SITE, serial # SL16-120440076 and a Bending Machine Mark 11 Trim Master to the Client for the amount of **Five Thousand Cayman Island Dollars CI\$, (5,000.00 )** to be paid in full upon signing of the rental agreement.

### 2 ) TERMS & RENTAL CONDITIONS:

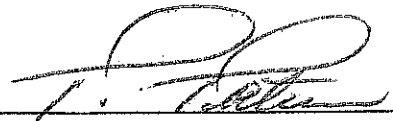
The rental agreement will begin on **June 1<sup>st</sup>, 2017** and end on **AUGUST 31st, 2017**.

### 3 ) ROOFING MACHINE:

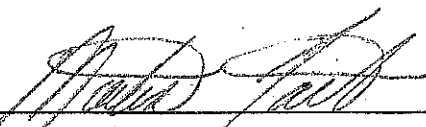
- a) The roofing machine and a Bending machine are only to be used for the purpose of the installation of metal panels to the residence of the client in Costa Rica.
- b) The Client is responsible for all shipping fees to Costa Rica and Back to the Cayman Islands
- c) The Client is responsible for any repairs or damage to the roofing machine or the Bending machine during shipping and/or installation of the metal roof at the client residence in Costa Rica.
- d) If any damage is caused to the Roofing machine or the Bending machine by the client while in Costa Rica, the client will be fully responsible for the cost of the repairs and /or replacement that may needed.
- e) The Client will be hold accountable for the Roofing machine and the Bending machine while rented and in the event that the roofing machine and the Bending machine does not return to Tyson Construction Co. Ltd., in the Cayman Islands on August 31<sup>st</sup>. 2017,

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the Client will be charge a fee of **CI\$ 250.00** per day <sup>on</sup> a full payment for the Roofing machine for the amount of **CI\$. 15,000.00** (Fifteen Thousand Cayman Islands Dollars) and **CI\$2,500.00** (Two Thousand Five Hundred Cayman Island Dollars) for the Bending machine to Tyson Construction Co. Ltd.

Signed for Talbert N. Tatum/Tyson Construction Co. Ltd. 

Dated: June 1<sup>st</sup> / 2017

Signed for Martin J. Tait: 

Dated: JUNE 1<sup>st</sup> / 2017

**Acknowledgement of service of writ of summons (0.12, 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.



**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.

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

Lee Halliday-Davis  
Brady-Attorneys-at-Law  
B6 Crown Square  
Eastern Avenue  
George Town  
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.

[Empty box for defendant's attorney indorsement]