



IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: 91 OF 2020

BETWEEN:

- (1) NEIL DICKENS
- (2) RITA DICKENS

PLAINTIFFS



ELITE FINISHES GROUP LTD

DEFENDANT

WRIT OF SUMMONS



TO: Elite Finishes Group Ltd.
P.O. Box 1701
15 Cardinal Avenue
Grand Cayman KY1-1504
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 2020.

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.

THIS WRIT and STATEMENT OF CLAIM was FILED by BEDELL CRISTIN of 53 Market Street, Suite 3211, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiffs whose address for service is that of their said Attorneys-at-law.
136739.0001/1606746-1
136739.0001/1624210-1

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2020

BETWEEN:

**(1) NEIL DICKENS
(2) RITA DICKENS**

PLAINTIFFS

AND:

ELITE FINISHES GROUP LTD

DEFENDANT

STATEMENT OF CLAIM

The Parties

1. The Plaintiffs are Neil and Rita Dickens of 1 Sea Salt Villas, Grand Cayman, Cayman Islands.
2. The Defendant is Elite Finishes Group Ltd, a duly incorporated resident Cayman Islands company, with its registered office at P.O. Box 1701, 15 Cardinal Avenue, Grand Cayman KY1-1504, Cayman Islands.
3. The Owner/Director of the Defendant is Mr. Oliver Brown.
4. The Defendant holds itself out as "*a Value Engineering company specializing in importing and installing high end finishes...*" and providing "*exceptional pricing along with exemplary service in the supply and install of all high end finishes for multi unit projects.*"

Agreement of Terms

5. On 10 December 2018, Neil Dickens, for and on behalf of the Plaintiffs, signed the Terms of Service ("Contract") of Seve7 International Ltd ("Seve7"), a former English incorporated company with its registered office at c/o Waltons Clark, Whitehill, Maritime House, Harbour Walk, The Marina, Hartlepool, England, TS24 0UX. Seve7 was struck off the register on 10 May 2020 for failure to file accounts. The Contract was executed by Mr. Oliver Brown for and on behalf of Seve7.

THIS WRIT and STATEMENT OF CLAIM was FILED by **BEDELL CRISTIN** of 53 Market Street, Suite 3211, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiffs whose address for service is that of their said Attorneys-at-law.

136739.0001/1606746-1
136739.0001/1624210-1

6. Pursuant to the Contract, the Plaintiffs agreed to pay US\$160,374 for the sourcing, purchase, delivery and installation of a great number of items for the purpose of furnishing their new home.
7. Mr. Oliver Brown, the owner/director of the Defendant, was also the sole director and sole shareholder of Seve7 when it was struck off.
8. In his email signature, Mr. Brown describes the Defendant as a subsidiary of Seve7.
9. Seve7 was not an ordinary Cayman Islands resident company and therefore it could not legally provide services in the Cayman Islands. Seve7 was therefore not able to carry out the duties provided for under the Contract. Seve7 equitably assigned the Contract to the Defendant when, in August 2019, Mr. Oliver Brown instructed the Plaintiffs to make payment under the Contract to the Defendant's bank account in the Cayman Islands.
10. As particularized below, the Defendant breached the Contract, causing the Plaintiffs to suffer loss and damage.

Duty of Care

11. The Defendant, by undertaking the services to be provided to the Plaintiffs, assumed a responsibility to the Plaintiffs to act with all the proper skill, care, diligence and competence of a company specializing in the sourcing, purchase, delivery and installation of high quality items, the likes of which the Plaintiffs ordered. As particularized below, the Defendant breached its duty of care to the Plaintiffs and caused the Plaintiffs to suffer loss and damage.

Particulars of Breach of Contract

12. Under section 2 of the Contract, the Defendant contracted to place all approved purchase orders and manage their production on the Plaintiffs' behalves.
13. Further, under section 2 of the Contract, the Defendant contracted to provide a "*finely-tuned door to door service*".

14. Further, under section 5 of the Contract, the Defendant agreed to act as purchasing agent for the Plaintiffs and to monitor the progress of purchase orders for delivery and installation.
15. The Defendant therefore assumed contractual responsibility for the items requested by the Plaintiffs from purchase from the supplier to delivery and installation at the Plaintiffs' residence.
16. By 22 November 2019 at the latest, the Plaintiffs had instructed the Defendant to purchase each of the items in the paragraph below and had paid 70% of the purchase price of those items, as per the terms of the Contract. Approximately 200 days have passed and the items have not been delivered to the Plaintiffs, for which no explanation has been given. The Defendants have refused to reimburse the Plaintiffs.
17. The items paid for by the Plaintiffs but which were not delivered are:
 - 17.1. Dining Room light
 - 17.2. Floor lamp
 - 17.3. Dining table lamp
 - 17.4. Dining table Art
 - 17.5. Sideboard
 - 17.6. Media Room Cushions
 - 17.7. Den Chairs
 - 17.8. Le Creuset Pepper Mill
 - 17.9. Le Creuset Oven Dish
 - 17.10. Le Creuset Braiser
 - 17.11. China

THIS WRIT and STATEMENT OF CLAIM was FILED by **BEDELL CRISTIN** of 53 Market Street, Suite 3211, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiffs whose address for service is that of their said Attorneys-at-law.

136739.0001/1606746-1

136739.0001/1624210-1

17.12. Pasta Bowls

17.13. Mugs

17.14. Bar Stool

17.15. Zig Zag Shelves

17.16. Bedding

17.17. Cushions

17.18. Rug

17.19. Blinds for the spare and guest bedrooms

17.20. The fourth of a set of four outside bar chairs.

18. The Defendant breached the Contract by failing to deliver those items to the Plaintiffs or to reimburse the Plaintiffs for the amount paid for those items. The Defendant has therefore caused the Plaintiffs to suffer loss.

19. Further, several items purchased by the Defendant on the Plaintiffs' behalves were either delivered damaged, were damaged on installation or have transpired to be unfit for purpose. The Defendant breached its contractual duty to provide a door-to-door service by supplying the following items:

19.1. A rug which was malodorous on receipt;

19.2. A picture which was damaged on installation;

19.3. A bedside table damaged on installation;

19.4. A desk with cracked cupboards;

19.5. Blinds which are either inconsistent in height, inoperative, lacking remote controls. They invariably were supplied with incompatible chargers;

THIS WRIT and STATEMENT OF CLAIM was FILED by **BEDELL CRISTIN** of 53 Market Street, Suite 3211, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiffs whose address for service is that of their said Attorneys-at-law.

136739.0001/1606746-1

136739.0001/1624210-1

- 19.6. A dining table and chairs which are wholly inappropriate for the Cayman Islands climate, unfit for purpose and have already begun to crack;
- 19.7. A teak table which is wholly inappropriate for the Cayman Islands climate and has already begun to crack.
20. Further, several items purchased were on delivery patently disparate to the items which the Plaintiffs requested and paid for. The Defendant breached the Contract by receiving the Plaintiffs' money and purchasing the following items or items which are wholly unfit for purpose:
 - 20.1. A far smaller couch than was specified and paid for;
 - 20.2. A far smaller, and entirely differently designed lounge room mirror than was specified and paid for.
21. The Defendant has not replaced, repaired or remedied the above items. It is clear that the Defendant has no intention of fulfilling its obligations under the Contract, allowing the Plaintiffs as the innocent parties to treat the Contract as repudiated and terminated.

Particulars of Negligence

22. The Defendant owed to the Plaintiffs a duty to take care that the items that the Plaintiffs requested and for which the Plaintiffs paid the Defendants would:
 - 22.1. arrive; and
 - 22.2. be undamaged either on arrival or during installation; and
 - 22.3. be fit for the purpose for which they were ordered; and
 - 22.4. be what the Plaintiffs had instructed the Defendant to purchase.
23. The Plaintiffs repeat the allegations set out above. For those reasons, the Defendant breached its duty of care to the Plaintiffs. The Defendant's conduct fell below the

standard of care required, was negligent and caused the Plaintiffs to suffer the loss and damage particularized above.

Particulars of Loss

24. The Plaintiffs claim contractual and tortious damages equal to the full price paid for those items which have not arrived, including those items in place of which the Defendant has delivered entirely disparate items, contrary to the Plaintiffs' orders. The Plaintiffs also claim damages equal to the price paid for those items which arrived damaged or which were damaged on installation.

AND the Plaintiffs claim:

1. Damages;
2. Interest on those damages pursuant to section 34 of the Judicature Law (2013 Revision).
3. Such further and other relief as the Court deems fit;
4. Costs.

DATED this 9th day of June 2020

Bedell Cristin Cayman Partnership

BEDELL CRISTIN
ATTORNEY-AT-LAW FOR THE PLAINTIFFS

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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2020

BETWEEN:

**(1) NEIL DICKENS
(2) RITA DICKENS**

PLAINTIFFS

AND:

ELITE FINISHES GROUP LTD.

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 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) judgment entered by the Plaintiff (tick 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

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 communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

Bedell Cristin
Attorneys-at-law
53 Market Street, Suite 3211
Camana Bay
Grand Cayman, KY1-1104
Cayman Islands
Tel: (345) 949-0488
Fax: (345) 949-0364
Email: Tom.Wright@bedellcristin.com

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

THIS WRIT and STATEMENT OF CLAIM was FILED by **BEDELL CRISTIN** of 53 Market Street, Suite 3211, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiffs whose address for service is that of their said Attorneys-at-law.

136739.0001/1606746-1

136739.0001/1624210-1