

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**  
**Civil Division**  
**Cause No. GC 155 OF 2020**

**BETWEEN:**           **Vigoro Nursery Ltd.**

**PLAINTIFF**

**AND:**                 **James Chapman**

**DEFENDANT**

**WRIT OF SUMMONS**



**TO:**                 **James Chapman** of 81 West Church St. West Bay, 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, PO Box 495, George Town, Grand Cayman KY1-1106 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 7<sup>th</sup> day of October, 2020.

NOTE – This Writ 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 incorporated in the Cayman Islands and carries on the business of landscapers and nurserymen.
2. The Defendant instructed the Plaintiff to carry out certain works to a property at 107 Boggy Sand Road and an office building located at 81 W. Church St., West Bay. The Defendant also engaged the Plaintiff to provide regular landscaping services at both locations. At all material times the Defendant was a customer of the Plaintiff.
3. In or about February 2017 the Defendant instructed the plaintiff to carry out certain landscaping works at 107 Boggy Sand Road. The said works included supplying crusher-run fill, landscaping boulders an irrigation system, electrical and lighting systems (hereinafter referred to as the "Works").
4. The Works were completed by May 2017 at a cost of CI\$67,939.00.
5. On or about the 11<sup>th</sup> May 2017 the Plaintiff rendered its invoice to the Defendant in the amount of CI\$67,939.00 (a copy of the said invoice shall be referred to the trial hereof for its full terms and effect).
6. The said invoice contained, among others, the following provision:

*Invoices 30 days past due will be subject to a finance charge at 1¾% per month or 21% per annum*
7. The Plaintiff applied a credit of \$14,862.50 it held on behalf of the Defendant to the said invoice.
8. Between June 2017 and October 2017 the Defendant instructed the Plaintiff to carry out further works in respect of which the Plaintiff rendered invoices.

### Particulars

Date	Invoice	Amount
6 <sup>th</sup> June 2017	Invoice 97249	CI\$371.00
5 <sup>th</sup> July 2017	Invoice 97804	CI\$300.00
17 <sup>th</sup> August 2017	Invoice 98441	CI\$200.00
5 <sup>th</sup> September 2017	Invoice 98887	CI\$323.00
3 <sup>rd</sup> October 2017	Invoice 99418	CI\$200.00

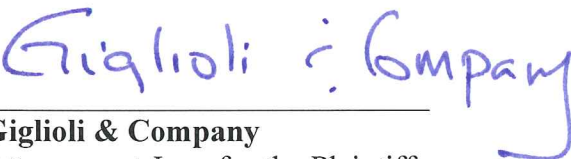
9. The Defendant made certain payments in the amount \$371.00 on 28<sup>th</sup> July 2017; on 9<sup>th</sup> October 2017 the amount of \$200.00 and \$1,640.00 on 2<sup>nd</sup> November 2017.
10. On or about 22<sup>nd</sup> February 2018 the Plaintiff, by its attorneys, demanded payment of CI\$52,259.50 being the amount then outstanding along with the plaintiff's costs incurred in connection with the letter of demand. The said letter of demand was delivered to the Defendant's at 107 Boggy Sand Road at 18:45 on Monday, February 26<sup>th</sup>, 2018.
11. Following delivery of the letter of demand five payments each in the amount of US\$2,000.00 were mailed from Chapmans, Cayman Islands Attorneys at Law to the Plaintiff by means of 5 (five) cheques dated between April 2018 and September 2018.
12. No further payments have been received on account of the Defendant's indebtedness to the Plaintiff since September 2018.
13. In the premises the Defendant owes the Plaintiff CI\$44,059.50 on account of the unpaid costs of the Works.
14. The Defendant also owes the Plaintiff interest pursuant to the terms set forth on the Plaintiff's invoices in the amount of CI\$31,560.75.

15. **In the premises the Plaintiff claims against the Defendant:**

- 15.1. CI\$44,059.50 on account of the outstanding costs of Works.
- 15.2. Interest thereon pursuant to the terms of the Plaintiff's invoices at 1 3/4% per month or 21% annually. Interest to the date of issue of the writ being CI\$31,560.75 which accrues daily in the amount of CI\$25.35. In the alternative interest pursuant to the Judgment Debts (Rates of Interest) Rules.
- 15.3. Such other relief as this Honourable Court deems appropriate.
- 15.4. Costs.

If, within the time for returning the acknowledgment of service, the Defendant pays the total amount claimed of CI\$75,620.25 (excluding interest from the date hereof and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or its attorneys.

Dated 7<sup>th</sup> October 2020

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**Giglioli & Company**  
Attorneys-at-Law for the Plaintiff

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

**Civil Division**

**Cause No. CIV of 2020**

**BETWEEN: VIGORO NURSERY LTD. PLAINTIFF**

**AND: JAMES CHAPMAN DEFENDANTS**

**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*)

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

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 the 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.*

Giglioli & Company  
PO Box 2505  
4F Kirk House, Panton Place, George Town  
Grand Cayman KY1-1104, Cayman Islands

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

## NO. 8

### 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 any 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 used 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.