

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



CAUSE NO: OF 2021

BETWEEN	SHORELINE CONSTRUCTION LTD	PLAINTIFF
AND	C&M GENERAL MAINTENANCE	1ST DEFENDANT
AND	CHRISTOPHER BROWN	2ND DEFENDANT
AND	MARVA BROWN	3RD DEFENDANT

WRIT OF SUMMONS

TO: C&M General Maintenance
72 Periwinkle Drive
Bodden Town
Grand Cayman,
Cayman Islands

TO: Christopher Brown
72 Periwinkle Drive
Bodden Town
Grand Cayman,
Cayman Islands

58 Eastern Avenue
George Town
Grand Cayman
Cayman Islands

TO: Marva Brown
72 Periwinkle Drive
Bodden Town
Grand Cayman,
Cayman Islands

58 Eastern Avenue
George Town
Grand Cayman
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim **THIS WRIT OF SUMMONS** was **ISSUED** by **BEDELL CRISTIN** of Suite 5305, 18 Forum Lane, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

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 2021

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.

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Particulars of Claim

1. The Plaintiff is a company registered in the Cayman Islands to carry on the business of construction.
2. The Second and Third Defendants are the proprietors doing business as and under the name of the First Defendant whose business is licensed in the Cayman Islands to carry on the business of construction and general maintenance.

Background

1. The Plaintiff contracted with the Second and Third Defendants doing business as the First Defendant ("**Contractor**") to construct the Hurlston residence at Stepping Stone Drive, Block 55A Parcel 229, Breakers, Grand Cayman ("**Project**").
2. The Contractor agreed to complete the Project for the cost of CI\$100,000.00. The sums of CI\$5000, CI\$4500, CI\$1650 and CI\$30,000 = a total of \$41,150 was paid to the Contractor and a receipt was given by the Second Defendant.
3. The works necessary to be done by the Contractor to complete the Project have not been completed and the value of the works done and materials onsite is only CI\$16,534.
4. The total payment to be received for the Project is CI\$135,000 from which the Plaintiff was to receive CI\$35,000 (25.93%) and the Contractor was to receive CI\$100,000 (74.07%). As the value of the work and materials provided by the Contractor is CI\$16,534 that represents value of CI\$4,287 for the Plaintiff and CI\$12,247 for the Contractor. Given that the Contractor was paid CI\$41,150 and has only given value of work of CI\$12,247 the amount of CI\$28,903 has been paid to the Contractor by the Plaintiff for which no value has been received. The Contractor owes the Plaintiff the sum of CI\$28,903 ("**First Claim**").
5. The Contractor rented a cement mixer from the Plaintiff to use on the Project at the cost of CI\$180 per week but the Contractor neither paid the rent nor returned the cement mixer to the Plaintiff. The Plaintiff eventually recovered the cement mixer itself after a period of 6 weeks (taking account of Lockdown for which period rent is not charged). The Contractor owes the Plaintiff 6 x 180 = CI\$1,080 ("**Second Claim**").
6. The Contractor's failure to complete the Project on time has meant that the Plaintiff has become liable for damages for breach of contract to the owner of the Project who has had to pay rent and

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mortgage for the period of time for which the Project has been delayed and incurred a loss of CI\$800 per month for 8 months. The Contractor owe Shoreline 8 x 800 = CI\$6400 ("**Third Claim**").

7. Interest has accrued on the First Claim since 1 August 2020 (352 days to 12 October 2021) when the Plaintiff contacted the Contractor to seek completion of the Project or repayment of the amount of the First Claim at the rate of 3% p.a. being the sum of CI\$1,037.97 and continues to accrue at CI\$2.37 per day ("**Interest**")
8. The Plaintiff has incurred valuation and other professional fees which amount to CI\$1,000.00 ("**Fees**") as a result of the Contractor's breach of contract.
9. The amount due from the Contractor to the Plaintiff for the First, Second and Third Claims together with Interest and Fees is CI\$38,420.96.

AND THE PLAINTIFF claims:

1. The sum of CI\$38,420.96;
2. Interest on the outstanding amount pursuant to the Judgment Debts (Rates of Interests) Rules (2021 Revision);
3. Costs.

DATED the 12 day of October 2021

Bedell Cristin Cayman Partnership

BEDELL CRISTIN
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

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**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.

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**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

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 plaintiff's 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
Suite 5305, 18 Forum Lane
P.O. Box 1990, KY1-1104
Cayman Islands

Tel: (345) 949 0488
Email: laura.hatfield@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.