



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

**CAUSE NO: \_\_\_\_\_ OF 2024**

**BETWEEN:**

**ALVA MINOTT  
(trading as MINOTT CONSTRUCTION)**

**PLAINTIFF**

**AND:**

**NCB CONSTRUCTION LTD**

**DEFENDANT**

**WRIT OF SUMMONS**

TO: NCB Construction Ltd, PO Box 10251 APO, Grand Cayman, KY1-1003, 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, 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 26th day of January, 2024.

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 OF SUMMONS and STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (ref: Christopher Peppas v Minott Construction)

**STATEMENT OF CLAIM**

1. The Plaintiff is an individual, normally resident in Grand Cayman, Cayman Islands, and a sole trader and operator of a construction business known as Minott Construction.
2. The Defendant is a construction contractor which had entered a development contract with Dart Real Estate for the construction of a number of duplexes homes, townhomes, and condominiums on the Olea Development at Camana Bay, Grand Cayman, Cayman Islands.
3. The Plaintiff and the Defendant entered into a subcontractor agreement in respect of structural construction works required at the Olea Development, specifically consisting of formwork, rebar, metal decking, insulated concrete forms, concrete placement, roof framing and roof sheathing.
4. Pursuant to the subcontract agreement, the Plaintiff carried out the required structural construction works in respect of duplex units 113-114, 115-116, 117-118, 121-122 and 123-124 at the Olea Development, providing the following invoices (the "Outstanding Invoices") in respect of the said construction work: -

<b><u>Invoice Number</u></b>	<b><u>Invoice Date/Receipt</u></b>	<b><u>Invoice Amount (CI\$)</u></b>
91	20/1/2023	\$70,053.95
99	6/10/2023	\$7,465.00
100	6/10/2023	\$7,348.00
101	6/10/2023	\$7,351.00
102	6/10/2023	\$7,570.00
		<b><u>\$99,787.95</u></b>

5. Payment of each invoice was immediately due upon the Defendant's receipt of each invoice. The Defendant received each invoice on the invoice date.
6. On 20 January 2023, the Plaintiff raised invoice 91 in respect of the construction works completed at duplex units 121-122 and 123-124.
7. On 5 October 2023, *Megan De-Freitas*, a Quantity Surveyor employed by the Defendant, sent an email on behalf of the Defendant to the Plaintiff advising that retention payments held by the Defendant in respect of construction works completed at duplex units 113-114, 115-116, 117-118, were able to be released.
8. On 6 October 2023, the Plaintiff raised invoices 99, 100, 101 and 102, requesting payment of the retention payments.
9. On 9 November 2023, *Matthew Wright*, Managing Director of the Defendant, sent an email on behalf of the Defendant to the Plaintiff, stating, "*Invoice 91 is agreed and long*

This WRIT OF SUMMONS and STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-2106, Cayman Islands. (ref: Christopher Peppin 0293719 Minott Construction)

*outstanding on our end so there is no dispute there and we have all intentions of making payment on same”.*

10. As the Outstanding Invoices remained unpaid by the Defendant, the Plaintiff served a written demand for payment upon the Defendant on 18 December 2023.
11. The Defendant failed to respond to the written demand and has failed to make any payment to the Plaintiff in respect of the Outstanding Invoices. The Defendant’s failure to pay the amounts due amounts to a breach of its contractual obligations to the Plaintiff and has caused the Plaintiff to suffer loss and damage as result.
12. Accordingly, the Plaintiff claims liquidated damages in the amount of CI\$99,787.95 in respect of the Unpaid Invoices, together with pre-and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 20 January 2023 in respect of invoice 91 and from 6 October 2023 in respect of invoices 99, 100, 101 and 102. Interest accrued to 26 January 2024 is claimed in the sum of CI\$1,887.23, continuing to accrue at the rate of CI\$6.49 per diem.

**AND THE PLANTIFF CLAIMS:**

- (1) Liquidated damages in the sum of CI\$99,787.95;
- (2) Pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 20 January 2023 in respect of invoice 91 and from 6 October 2023 in respect of invoices 99, 100, 101 and 102. Interest accrued to 26 January 2024 is claimed in the sum of CI\$1,887.23, continuing to accrue at the rate of CI\$6.49 per diem.
- (3) Costs; and
- (4) Such further or other relief as the Court deems just.

**INDORSEMENT**

The principal amount claimed in liquidated damages is CI\$99,787.95. The amount of the filing fees to commence the proceedings is CI\$200.00 plus *ad valorem fees* of CI\$897.88.

If, within the time of returning the Acknowledgment of Service, Defendant pays the total amount claimed of CI\$99,787.95 (together with interest and costs), further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

**INDORSEMENT REGARDING INTEREST**

1. Pre- and post-judgment interest in accordance with s.34 of the *Judicature Act* (2021 Revision) and the *Judgment Debts (Rates of Interest) Rules*, 2012.
2. The prescribed rate of interest is 2.375% per annum.
3. The date from which interest is payable is 20 January 2023 in respect of invoice 91 and from 6 October 2023 in respect of invoices 99, 100, 101 and 102.
4. The amount of interest accruing due each day is CI\$6.49.

**DATED** this 26th day of January, 2024.



**Samson Law Associates**  
Attorneys-at-Law for the Plaintiff

**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 2024**

**BETWEEN:**

**ALVA MINOTT  
(trading as MINOTT CONSTRUCTION)**

**PLAINTIFF**

**AND:**

**NCB CONSTRUCTION LTD**

**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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes     no

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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

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Service of the Writ is acknowledged accordingly

(Signed).....  
Attorney for

**Please complete overleaf**

This WRIT OF SUMMONS and STATEMENT OF CLAIM was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-2105, Cayman Islands. (ref: Christopher Peppin v Minott Construction)

**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.

**Samson Law Associates**  
The White House,  
20 Genesis Close,  
PO Box 2425, Grand Cayman,  
KY1-1105, 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.