

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 13 OF 2021

BETWEEN: JOANNE MERCILLE

PLAINTIFF

AND: THE AISLES LTD. T/A STEEL DREAMS DEVELOPMENT

DEFENDANT

WRIT OF SUMMONS



TO:

**The Aisles Ltd. T/A Steel Dreams Development
P.O. Box 1270, Grand Cayman KY1- 1503
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 495, 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 21st day of January, 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.

STATEMENT OF CLAIM

The Defendant is liable to return the balance of funds of CI\$ 43,099.50 advanced to them by the Plaintiff for the following reasons:

1. Plaintiff and Defendant entered into a Residential Design and Property Development Agreement (“Agreement”) on May 13, 2019. The Plaintiff is: Joanne Mercille (“Property Owner”) and the Defendant is: The Aisles Ltd. T/A Steel Dreams Development (“Developer”). Megan M.E. Ritch and John C. Bodden are the Directors of The Aisles Ltd.
2. The Agreement included a proposed payment schedule based upon the projected total cost for the project and certain stages of construction being completed. The Plaintiff advanced a total of CI\$81,566.05 to the Defendant as of March 18, 2020 as per the Agreement and invoice 436/2020.
3. The Defendant provided the Plaintiff an updated residential construction cost estimate showing anticipated construction expenses of \$57,515.55 as of March 13, 2020.
4. The Defendant gave the Plaintiff notice by email to terminate the Agreement on September 7, 2020 (effective September 12, 2020). In the same email, the Defendant also said *“I will attend to all balances and provide a final accounting in relation to your project by the end of this week as this will be my full focus in order to wrap things up, any balances remaining will be paid over to the contractor and your escrow account closed”*.
5. Subsequent to the termination of the Agreement, the Defendant has never provided a final accounting for the project to the Plaintiff despite many requests. The only accounting report ever received was the construction cost estimate provided on March 13, 2020. The Defendant has not returned any funds to the Plaintiff despite many requests.
6. The Plaintiff is owed a total of CI\$ 43,099.50 by the Defendant. The total sum includes the following two amounts:
 - The difference of \$24,050.50 between the funds advanced of \$81,566.05 and the estimated costs of \$57,515.55 as of March 13, 2020 are due to the Plaintiff.
 - The unspent funds of \$19,049.00 between some of the estimated costs as of March 13, 2020 and the amounts actually paid to contractors by the Defendant as of December 31, 2020 are also due to the Plaintiff.
7. A Notice of Action email was sent by the Plaintiff to the Defendant on December 21, 2020. The Defendant has responded with promises to address this matter but has not met these promises. After four months of trying to resolve this matter, the Plaintiff has been left with no other option but to pursue this claim in the Grand Court.

AND THE PLAINTIFF claims:

1. The sum of CI\$ 43,099.50 for funds advanced to Defendant that have not been returned to Plaintiff subsequent to termination of Agreement.
2. Interest in the sum of CI\$773.43 calculated at the prescribed 5% rate from September 13, 2020 to January 21, 2021.
3. Costs of CI\$500.00.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$44,372.93 (including interest and costs) further proceedings will be stayed. The money must be paid to Plaintiff.



Joanne Mercille
Plaintiff

THIS WRIT was issued by Joanne Mercille whose address for service is
1200 Bodden Town Road, P.O. Box 2480, Grand Cayman KY1-1104

**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 495, Grand Cayman KY1-1106, Cayman Islands.

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 installments or otherwise.

See over for notes for guidance

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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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.

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).....

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.

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

Joanne Mercille
1200 Bodden Town Road
P.O. Box 2480
Grand Cayman KY1-1104
Cayman Islands

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

