IN THE GRAND COURT OF THE CAYMAN ISLANDS
CAUSE NO: ~~SC~~ GC 152 of 2021

BETWEEN: **WINSTON MC DERMOT**
(Trading as Professional Diesel Services)

Plaintiff

19/07/21

AND: **JULIE BOND**
MOHSEN ESMAEILI TARKI

Defendants

CLERK OF COURT CAYMAN ISLANDS

WRIT OF SUMMONS

TO: Julie Bond,
AND TO: Mohsen Esmaeili Tarki

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, 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 19th day of July 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.

THIS Writ of Summons was **FILED by A. STEVE MCFIELD & ASSOCIATES** of P.O. Box 680 GT, Unit A10 Amerigo House, Elizabethan Square, Grand Cayman, KY1-1107, Cayman Islands, Attorneys-at-Law, whose address for service is that of his said Attorney-at-Law.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times carrying the business of Professional Diesel Services.

2. The Defendants are the owners of a motor vessel.

3. On or about August 2019 the Defendants engaged the Plaintiff to provide services to install a second hand engine in his motor vessel and to re-assemble and install a transmission in the said vessel.

4. On the Plaintiff's inspection of work to be done for the Defendants, the Plaintiff discovered that the Defendants' Motor Vessel had been recently sunk in 16 feet of saltwater and that the engine had to be rebuilt.

5. The Plaintiff obtained the Defendants permission to rebuild the engine but the Defendant demanded that the Plaintiff make use of parts of the saltwater damaged engine to rebuild the second hand engine.

6. The Plaintiff discovered that parts on the saltwater damaged engine and the rebuild engine were not identical and parts to rebuild the second hand engine had to be sourced from outside the Cayman Islands. Also, the interior of the engine block contained massive amounts of rust after sitting in the weather for some 12 years.

7. The transmission was old and problematic to work on and required many extra hours of work that were not anticipated.

8. The Defendant also requested the Plaintiff service to re-wire the Defendant's motor vessel as well as to purchase wiring materials and preparing the Defendants' Motor Vessel to be surveyed.

9. Before the Plaintiff purchase the necessary parts that were needed to carry out the work on the Defendant's motor vessel, the Plaintiff gave the Defendant an estimate of the cost of which the Defendants agreed to pay. The Plaintiff did order parts and worked on the Defendants' Motor Vessel as was agreed.

10. However, the Defendants refused to pay the Plaintiff for part of his service and work on the Motor Vessel after the Plaintiff rendered his invoices to the Defendants. The Defendants' said nonpayment and late payment caused the Plaintiff work on the Defendants' Motor Vessel to be delayed for periods of up to 5 weeks. The Plaintiff's employees had to work without being paid.

11. The Defendants in Order to justify not paying the Plaintiff for his service and work on the Defendants' Motor Vessel demanded that the Plaintiff give him paper information about his business of which the Plaintiff refused. This state of affairs caused the matter to

be brought to the attention of the Royal Cayman Islands Police Service (RCIP) by the Defendants accusing the Plaintiff of fraud.

12. Further, the situation between the Plaintiff and the Defendants worsened as the Defendants refused to reimburse the Plaintiff for the monies he paid for the parts for the work on the Defendants' Motor Vessel notwithstanding that the said engine and transmission have been completely re-built and ready for installation in the Defendants' Motor Vessel.

13. The Plaintiff pursuant to the Defendants said request for service and work on the Defendants' Motor Vessel, of which the Plaintiff carried out such service and work, and his charges for carrying out the said Service and work amounted to the sum of CI$ 118,037:00 particulars whereof the Plaintiff has supplied to the Defendants. The Defendants paid the sum of CI$ 53,465:00 to the Plaintiff and now owes the Plaintiff a balance of CI$ 64,572:00.

14. In the premises, the Plaintiff became and is entitled to a lean on the engine, transmission and parts referred to herein until the balance of his charges amounting to the sum of CI$ 64,572:00 have been paid and he is justified in detaining and still detaining the engine transmission and parts for such lien.

15. In the Premises, the Defendant remains in debt to the Plaintiff for the sum of CI$ 64,572:00.

And The Plaintiff Claims:

1. The Sum of CI$ 64,572:00
2. Interest on the said sum of CI$ 64,572:00 at the statuary permitted rate from date of Judgment to date of payment.
3. Costs
4. Such further and or other Relief as the Court deem fit.

Dated this 16th day of July 2021

A. Steve McField & Associates
Attorney -at-Law for the Plaintiff

To: The Clerk of The Court
And to: The Defendants

THIS Statement was **FILED by A. STEVE MCFIELD & ASSOCIATES** of P.O. Box 680 GT, Unit A10 Amerigo House, Elizabethan Square, Grand Cayman, KY1-1107, Cayman Islands, Attorneys-at-Law, whose address for service is that of his said Attorney-at-Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CAUSE NO: SC of 2021

BETWEEN: **WINSTON MC DERMOT**
(Trading as Professional Diesel Services)

Plaintiff

AND: **JULIE BOND**
MOHSEN ESMAEILI TARKI **Defendants**

ACKNOWLEDGMENT OF SERVICE OF ORIGINATING 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 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)*

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for Defendants

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 m, 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.

A. Steve McField & Associates Unit A10 Amerigo House, Elizabethan Square, Grand Cayman, KY1-1107, P.O. Box 680 GT, Cayman Islands

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

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.