



COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2023

N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

PLAINTIFF

A N D:

(1) JIZANA BROWN T/A FUSION CONSTRUCTION

FIRST DEFENDANT

(2) RUEL DERVIN BROWN

SECOND DEFENDANT

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**WRIT OF SUMMONS**

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TO:

**Jizana Brown t/a  
Fusion Construction**  
Unit #H12 Bodden Road,  
George Town  
P. O. Box 495  
Grand Cayman KY1-1302  
Cayman Islands

**Ruel Dervin Brown**  
Unit #H12 Bodden Road,  
George Town  
P. O. Box 495  
Grand Cayman KY1-1302  
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, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 3<sup>rd</sup> day of April 2023

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 Acknowledgement of Service are given with the accompanying form.

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**STATEMENT OF CLAIM**

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1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is and was at all material times an individual who resides in the Cayman Islands with a mailing address of P.O. Box 495 Grand Cayman KY1-1302, Cayman Islands.
3. The Second Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 495 Grand Cayman KY1-1302. The Second Defendant is a Director/Project Manager of Fusion Construction, who signed as a Guarantor.
4. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement and other similar products. The Plaintiff agreed to supply concrete to the Defendant to be delivered at a location of the Defendant's choosing, and raise an invoice for payment of the goods and services rendered.
5. Pursuant to a Credit Agreement dated on or around 14 October 2015, it was agreed between the parties that the Plaintiff would extend credit to the First and Second Defendant in respect of goods supplied, to be repaid by the Defendants in accordance with invoices rendered by the Plaintiff from time to time. The credit agreement included credit terms and conditions as well as supplier's general terms and conditions (collectively the "**Credit Agreement**").
6. The Credit Terms and Conditions contained, *inter alia*, the following:

*"Credit terms" pertains to the 21-day period from the time the goods were received by the Customer*

*5e. The Customer agrees to pay all amounts due to the Supplier based on the agreed Credit Terms. In cases wherein payment is not made with the agreed Credit terms, the Customer acknowledges its liability to pay the monthly interest charges equivalent to 2% of the balance due for payment, and further agrees to pay the Supplier any collection*

expenses incurred by the Supplier in attempting to recover such monies (i.e. legal and agency fees).

5f. A fee of CI\$45.00 shall be charged to the Customer's account for any issued cheques that are returned to the Supplier for any reason."

7. Further, the Supplier's General Terms and Conditions contained, *inter alia*, the following:

"5. PAYMENT

a) Unless credit has been approved and extended by the Supplier, payment shall be made upon the Supplier's acceptance of the order and prior to the manufacture of the Goods and Services.

b) Payment must be either through Cash, Checks, Bank Drafts, Debit or Credit Card in currencies accepted in the Cayman Islands. Checks and bank drafts must be made payable to CAYMENT PREMIX LIMITED or SUPERMIX.

c) Accounts outstanding after the due date are charged interest equivalent to 2% per month.

d) Unless otherwise stated in this subsection, the Credit Terms and Conditions as set forth under the Credit Application Form shall prevail.

8. The Plaintiff provided the following invoices following delivery of the goods in the name of the First Defendant (collectively the "**Invoices**").

Invoice No	Date of Invoice	Invoice Amount (CI\$)	Amount Paid (CI\$)	Balance (CI\$)
27326	18 March 2019	\$13,067.00	\$0	\$13,067.00
27576	8 April 2019	\$11,110.00	\$0	\$11,110.00
28192	3 June 2019	\$2,340.00	\$0	\$2,340.00
CIBX#599RET	14 November 2019	\$1,539.00	\$203.50	\$1,335.50

30675	10 December 2019	\$6,080.00	\$0	\$6,080.00
30711	13 December 2019	\$1,085.00	\$0	\$1,085.00
			<b>Balance Due</b>	<b>\$35,017.50</b>

9. Pursuant to the Credit Agreement, payment is due within 21 days of the date of the invoices.
10. The total amount due is CI\$35,017.50.
11. In breach of the Credit Agreement, the Defendants have failed to repay the full amounts as and when due. The Plaintiff has suffered loss and damages as a result.
12. Pursuant to a demand letter dated 22 March 2022 and 26 April 2023 respectively, the Plaintiff demanded from the Defendants all outstanding sums. The demand letter dated 22 March 2022 was personally served on the First Defendant on 19 April 2022. On 26 April 2022, the demand letter dated 26 April 2023 was served via email on the Second Defendant.
13. Notwithstanding the written demands for payment, the Defendants have either failed or neglected to make full payment to the Plaintiff. Accordingly, the Plaintiff claims from the First and Second Defendant the principal sum of CI\$35,017.50.
14. The Plaintiff seeks pre- and post-judgment interest on the principal sum pursuant to the Credit Agreement at the rate of 2% per month commencing 3 January 2020 and continuing thereafter until the principal is fully settled. At 3 April 2023 this stands at CI\$27,261.84.
15. Alternatively, the plaintiff claims pre- and post-judgement statutory interest on all sums pursuant to s.34 of the *Judicature Law (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such periods as the Court deems fit.
16. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

**AND THE PLAINTIFF CLAIMS:**

17. CI\$35,017.50 being the principal sum due;

18. Pre- and post-judgment interest in the amount of CI\$ CI\$27,261.84 from 3 January 2020 to 3 April 2023 at the contractual rate of 2% per month in accordance with the Credit Agreement, continuing in the sum of CI\$23.03 per diem.
19. Alternatively, pre- and post-judgment interest pursuant to s.34 *Judicature Law (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such periods as the Court deems fit;
20. Costs to be taxed if not agreed; and
21. Such further cost and other relief as this Court may deem just.

HSM chambers

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**HSM Chambers**  
**Attorneys for the Plaintiff**

**INDORSEMENT**

The amount claimed in respect of the debt is CI\$35,017.50. The amount of the filing fees to commence the proceeding is CI\$200.00 plus Ad Valorem in the sum of CI\$250.18. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 6 and 7 above;
2. The prescribed rate of interest is 2% per annum;
3. The date from which interest is payable is 13 January 2020; and
4. The amount of interest accruing due each day is CI\$23.03
5. Alternatively, the applicable statutory rate of interest will be 8.375% per annum.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 418890.0053)

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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 Acknowledgement 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

CAUSE NO: GC OF 2023

B E T W E E N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

PLAINTIFF

A N D:

(1) JIZANA BROWN T/A FUSION CONSTRUCTION

FIRST DEFENDANT

(2) RUEL DERVIN BROWN

SECOND DEFENDANT

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**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

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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  
[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 communication 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.

HSM Chambers  
Attorneys-at-Law  
68 Fort Street  
P.O. Box 31726  
George Town  
Grand Cayman KY1-1207  
CAYMAN ISLANDS  
  
Ref: 418890.0052

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

[Empty box for defendant's attorney indorsement]