



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

AND

CANDIS L. MCFIELD T/A C&M WILLIAM CONSTRUCTION

Defendant

WRIT OF SUMMONS

TO:

Candis L. McField t/a
C&M William Construction
P.O. Box 2014
Grand Cayman KY1-1101
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 3rd 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.

STATEMENT OF CLAIM

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, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times an individual who resides in the Cayman Islands with a mailing address of P.O. Box 2014, Grand Cayman, KY1-1101, Cayman Islands.
3. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement and other similar products. At all material times, the Plaintiff would deliver concrete to a location at the request of the Defendant, and upon delivery provide a delivery slip which was signed by the Defendant acknowledging receipt of the goods and then submit an invoice subsequently for the payment for the goods and services rendered.
4. There was no formal written contract drawn between the parties to govern the facility by which credit was so advanced, however the terms and conditions of payment were known to the Defendant at all material times, and were clarified in writing on the front and back of each Delivery Ticket. Each delivery ticket had a signature box to be signed by the Defendant or their agent, above which was written:

"I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket." (the "Agreement")
5. The Plaintiff supplied the goods and provided the following invoices following delivery of the goods to the Defendant (collectively the "Invoices"):

Item	Date of Invoice	Invoice No.	Invoice Amount (CI\$)	Amount Paid (CI\$)	Invoice Balance (CI\$)
1.	24 March 2018	23441	\$9,954.00	\$8,003.00	\$1,951.00
2.	21 July 2018	24705	\$646.50	\$516.00	\$130.50
3.	29 January 2021	35742	\$17,566.00	\$14,267.50	\$3,298.50
4.	23 February 2021	36102	\$3,251.00	\$1,628.00	\$1,623.00
5.	24 November 2021	39293	\$4,722.00	\$722.00	\$4,000.00
6.	5 February 2022	39985	\$7,440.00	\$4,756.00	\$2,684.00
7.	18 May 2022	40949	\$2,366.00	\$0.00	\$2,366.00

8.	25 June 2022	41316	\$17,115.00	\$0.00	\$17,115.00
				Balance Due	\$33,168.00

6. Pursuant to the said invoices, payment is due within 30 days of the date of the invoice.
7. The total amount due under the invoices is CI\$33,168.00.
8. The Defendant has made payments towards the invoices since they have been issued, however she has failed to repay the full amounts as and when due, in breach of the Agreement. The Plaintiff has suffered loss and damages as a result.
9. The delivery tickets contained, inter alia, the following terms on the reverse:
- If it becomes necessary to bring any action to collect amounts due on this invoice, Purchaser shall be responsible for reasonable attorney fees and court costs incurred by vendor in securing collection. Interest shall accrue at 2% per month on outstanding balances”.*
10. Pursuant to a demand letter dated 9 March 2022, the Plaintiff demanded from the Defendant outstanding sums. The demand letter was personally served on the Defendant on 9 March 2022.
11. Thereafter, two further invoices were issued to the Defendant on 18 May 2022 and 25 June 2022 but no payments were made.
12. Notwithstanding the written demands for payment, the Defendant has either failed or neglected to make full payment to the Plaintiff. Accordingly, the Plaintiff claims the principal sum of CI\$33,168.00.
13. The Plaintiff seeks pre- and post-judgment interest on the principal sum pursuant to the terms and conditions of the invoices at the rate of 2% per month commencing 26 July 2022 and continuing thereafter until the principal is fully settled. At 3 April 2023 this stands at CI\$5,474.08.
14. 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.

15. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$33,168.00 being the principal due;
- b) Pre- and post-judgment interest in the amount of CI\$5,474.08 from 26 July 2022 to 3 April 2023 at the contractual rate of 2% per month in accordance with the terms of the invoices, and continuing in the sum of CI\$21.81 per diem.
- c) Alternatively, Pre- and post-judgment interest pursuant to *s.34 Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such periods as the Court deems fit;
- d) Costs;
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$33,168.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$200.00 along with ad valorem fees in the sum of CI\$231.68. 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 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 9 above.
2. The prescribed contractual rate of interest is 2% per month.
3. The date from which interest is payable from is 26 July 2022.
4. The amount of interest accruing each day is CI\$21.81.
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, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref:418890.0026)

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.

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Plaintiff

AND

CANDIS L. MCFIELD T/A C&M WILLIAM CONSTRUCTION

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,

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

THIS FORM MAY HAVE TO BE RETURNED.

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
[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 68 Fort Street PO Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS Ref: 418890.0026
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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Defendant's Signature

REMINDER -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.