



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2024

BETWEEN:

BENITEZ & SONS CONSTRUCTION LTD

PLAINTIFF

AND:

NCB CONSTRUCTION LTD

DEFENDANT

WRIT OF SUMMONS

TO: NCB Construction Ltd., IMS, PO Box 472, Harbour Place, 2nd Floor, North wing, 103 South Church Street, George Town, Grand Cayman, 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, 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 day of May 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.

STATEMENT OF CLAIM

1. At all material times the Plaintiff carried on trade as a general contractor fully licensed to carry on business in the Cayman Islands from P.O. Box 570, Grand Cayman, KY1-1502 Cayman Islands.
2. At all material times the Defendant carried on a business providing construction and related services. The company's registered office is PO Box 472, Harbour Place, 2nd Floor, North wing, 103 South Church Street, George Town, Grand Cayman, Cayman Islands George Town, Grand Cayman.

OLEA Townhomes Independent Contractor Agreement – 21 April 2023

3. On the 21st of April 2023 the parties entered into a written contract for the plaintiff to provide sub-contracting labour to the Defendant at Olea, being a residential development of townhouses in George Town, Grand Cayman.
4. The contract was for a period of one month and provided for the plaintiff to provide labour at the rate of KY\$20 per hour.
5. It was agreed that payment for the services was to be made on a bi-weekly basis with payment to be made for all invoices submitted by 8 am on Monday morning by Friday of the same week.
6. At the end of the one month contract period the plaintiff continued to provide labour services to the Defendant and it was agreed by course of conduct that such services would be provided at the same rate of \$20 per hour and on the same terms as set out in the Agreement dated 21st April 2023.
7. Pursuant to the agreement, the plaintiff provide labour to the defendant and submitted invoices for payment between April 2023 and July 2023 for labour provided with the total sum of the invoices being KY\$111,380. A schedule showing the particulars of the amounts invoiced is attached as a Schedule to this Statement of Claim.

8. On the 20th of February 2024, the plaintiff caused a letter before action to be sent to the defendant demanding the sum of \$111,380 and other sums then due and by exchange of correspondence the defendant acknowledged the sums due and owing and the parties agreed the following payment plan by exchange of emails ending 23rd of February 2024:

8.1 Settlement of CI\$111,380 owing from the Independent Contract Agreement works over 4 equal payments of CI\$27,845 at month end March 31st, April 30th, May 31st and June 30th.

9. In breach of the agreement to pay the sums due and owing, the plaintiff failed to pay the sum of \$111,380 as due in accordance with the agreement set out in paragraph 8.1.

10. And the plaintiff claims the sum of CI\$111,380 as due and owing for services rendered.

STATEMENT REGARDING INTEREST

11. The Plaintiff seeks pre- and post-judgment interest from the date that the said sum became due at the rate of 2 3/8% per annum on the sum due and owing until payment and in accordance with the provisions of the Judicature Act (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

12. Interest is claimed from the 1st of August 2023, which is the date that payment for the last invoice was due for payment.

13. The amount of interest owing at the date of issue of this Writ is \$2,089.47.

14. The amount of interest accruing each day following the issue of this Writ is \$7.24.

And the Plaintiff claims:

- Payment of the said sum of \$111,380.
- Interest
- Costs

If, within the time of returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$111,380 (together with interest and costs), further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



KSG

Attorneys-at-Law for the Plaintiff

OLEA Townhomes Independent Contractor Agreement – 21 April 2023

Invoice #	Invoice Date	Hrly WK Date	Wkly Invoiced Amnts	Total (CIS)
152	27th April	Wk End April 19	\$9,500.00	\$17,940.00
153	27th April	Wk End April 26	\$8,440.00	
011-A	10th May	Wk End April 19	\$4,230.00	\$8,190.00
012-A	10th May	Wk End April 26	\$3,960.00	
154	10-May	Wk End May 3	\$7,850.00	\$13,910.00
155	10-May	Wk End May 10	\$6,060.00	
156	24-May	Wk End May 17	\$6,590.00	\$13,740.00
157	24-May	Wk End May 24	\$7,150.00	
158	7-Jun	Wk End May 31	\$6,340.00	\$14,000.00
159	7-Jun	Wk End Jun 7	\$7,660.00	
015A	7-Jun	Wk End May 31	\$4,320.00	\$8,370.00
016A	7-Jun	Wk end Jun 7	\$4,050.00	
160	21-Jun	Wk End Jun 14	\$7,590.00	\$11,900.00
161	21-Jun	Wk End Jun 21	\$4,310.00	
017A	21-Jun	Wk End Jun 14	\$4,120.00	\$7,880.00
018A	21-Jun	Wk End Jun 21	\$3,760.00	
162	5-Jul	Wk end Jun 28	\$6,450.00	\$9,010.00
163	5-Jul	Wk end Jul 5	\$2,560.00	
019A	5-Jul	Wk end Jun 28	\$4,240.00	\$6,440.00
020A	5-Jul	Wk end Jul 5	\$2,200.00	
				\$111,380.00

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 installments 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.

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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.

- 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)

<input type="checkbox"/> yes	<input type="checkbox"/> 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)

<input type="checkbox"/> yes	<input type="checkbox"/> no
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Service of the Writ is acknowledged accordingly.

(Signed).....

Please complete overleaf.

Notes on address for service

THIS Writ and Statement of Claim was issued by KSG Attorneys-at-Law, 4th Floor Harbour Centre, 42 North Church Street, George Town. P.O. Box 2255 KY1-1107, Cayman Islands. (JK/01789)

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.

KSG
Attorneys at Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255 KY1-1107
George Town
Grand Cayman

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