



D COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2022

B E T W E E N:

COX LUMBER LTD

Plaintiff

-V-

(1) LINCOLN ROBINSON T/A H&A MAINTENANCE & CONSTRUCTION

AND

(2) H&A GROUP LTD

Defendants

WRIT OF SUMMONS

TO:

Lincoln Robinson T/A H&A
 Maintenance & Construction
 P.O. Box 1301
 Grand Cayman, KY1-1108
 CAYMAN ISLANDS

H&A Group Ltd
 53 Mini Warehouses
 PO Box 598
 Grand Cayman, KY1-1107
 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, PO 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 21th day of November 2022

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 For Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 1301, Grand Cayman KY1-1108, Cayman Islands.
3. The Second Defendant is a Cayman Islands incorporated company with a registered office address of 53 Mini Warehouses, PO Box 598, Grand Cayman KY1-1107, Cayman Islands, of which the First Defendant is the Owner/Director.

Credit Agreement – First Defendant

4. Pursuant to a credit agreement dated 27 December 2017, the Plaintiff agreed to extend credit to the First Defendant in respect of goods ordered ("the Credit Agreement").
5. It was an express term of the Credit Agreement that the First Defendant agreed, *inter alia*, to the following:

"All goods ordered (not limited Cox Lumber Ltd. to job or site listed) shall be paid for in full on or before 10th day of each month. Previous month invoices are subject to standard conditions of sale, including interest as indicated on invoice. In addition, the undersigned shall reimburse creditor for all costs, attorney fees, and other expenses that creditor incurs in the collection of any debt pursuant hereto."

6. In accordance with the Credit Agreement, the Plaintiff supplied goods to the First Defendant and rendered the following invoice:

Invoice Number	Date of Invoice	Amount of Invoice (KYD)	Due Date	Amount Outstanding (KYD)
3200620	8 January 2018	105,228.72	10 February 2018	43,228.72
			TOTAL	43,228.72

7. It was a term of the invoice, *inter alia*, that past due amounts would accrue interest at the rate of 1.5% per month.

8. In breach of the Credit Agreement, the First Defendant failed to pay the invoice as and when due. Accordingly, the Plaintiff by its attorneys issued a Formal Demand Letter dated 30 September 2019, which was personally served on the First Defendant on 10 October 2019. A second Formal Demand Letter dated 12 November 2021 was served by registered post on the First Defendant on 25 March 2022.
9. On 22 June 2022 the Plaintiff applied a credit of CI\$20,000.00 to the balance of the invoice for services carried out by the First Defendant for the Plaintiff and as at 17 November 2022, the First Defendant is indebted to the Plaintiff in the sum of CI\$23,228.72 ("Principal Sum").
10. The Plaintiff claims from the First Defendant, the Principal Sum together with interest thereon at the rate of 1.5% per month from 28 February 2018 and continuing at the rate of CI\$13.67 per diem in accordance with the terms of the Credit Agreement.
11. Alternatively, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.38% for such period as the Court deems fit;
12. The Plaintiff is entitled to, and claims, its contractual fees and all costs of, and incidental to, the enforcement of its rights under the Credit Agreement.

Dishonoured Cheque - Second Defendant

13. On or around 27 May 2019, the Second Defendant presented the Plaintiff with a cheque for CI\$6000 to be paid towards the Principal Sum. However, the cheque was subsequently dishonoured when presented for payment.
14. On 10 October 2019 and 25 March 2022 the Plaintiff by its Attorneys served Formal Demand Letters on the Second Defendant and to date the Plaintiff received a payment of CI\$1,500.00 towards the balance of the dishonoured cheque.
15. Pursuant to s.47 of the Bill of Exchange Act (2021 Revision), the Plaintiff claims from the Second Defendant the sum of CI\$4,500.00 and the bank fee of CI\$20.00.
16. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$23,228.72 from the First Defendant being the Principal Sum due as at 17 November 2022;
- b) Pre- and post-judgment interest from the First Defendant from 28 February 2022 to 17 November 2022 at the rate of 1.5% per month in the sum of CI\$39,118.84 and continuing at the rate of CI\$13.67 per diem in accordance with the terms of the Credit Agreement.
- c) CI\$4,520.00 from the Second Defendant;
- d) The Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.38% for such period as the Court deems fit;

- e) Costs;
- f) Such further and other relief as this Court may deem just,

Hsm chambers

**HSM Chambers
Attorneys-at-Law for the Plaintiff**

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$27,748.72 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$200.00, plus ad valorem fees of CI\$177.49. If, within the time for returning the acknowledgement of service, the First and Second 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 7 and 10 above;
2. The proscribed rate of interest is 1.5% per month;
3. The date from which interest is payable is 28 February 2018; and
4. The amount of interest accruing due each day is CI\$13.67.

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: 309642.0152)

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

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COX LUMBER LTD

Plaintiff

-v-

(1) LINCOLN ROBINSON T/A H&A MAINTENANCE & CONSTRUCTION

AND

(2) H&A GROUP LTD

Defendants

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).....

[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: 309642-0152

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]