

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 541 OF 2009

BETWEEN:



NATIONAL CONCRETE LTD.

Plaintiff

AND:

ANGEL HAWKINS

Defendant



WRIT OF SUMMONS

To: ANGEL HAWKINS, PO Box 1992, 82 Newport Avenue, George Town, Grand Cayman KY1-1104, 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 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 GT George Town, Grand Cayman, 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 judgement may be entered against you forthwith without further notice.

ISSUED this            day of            2009.

NOTE – this Writ may not be served later than 4 calendar 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 an incorporated company in the Cayman Islands doing business as a concrete manufacturer, with an address for service at P.O. Box 866, George Town, Grand Cayman, KY1-1103.
2. The Defendant, Angel Hawkins is, to the best of the Plaintiff's knowledge a businessman with a mailing address of P.O. Box 1992, George Town, Grand Cayman ("Angel Hawkins").
3. The Plaintiff's normal business procedure is to supply concrete to its customers and receive payment upon delivery. On occasion, if a customer is able to provide some form of security, the Plaintiff will agree to enter into an agreement for the extension of credit.
4. On December 18, 2007 the Plaintiff and the Defendant entered into a Written Agreement for credit ("the Written Agreement") for inter alia the supply to the Defendant of Concrete for the Defendants construction project in West Bay, Grand Cayman.
5. The Written Agreement provided, among other things, that:
  - (a) A credit account be extended to the Defendant allowing the Defendant to purchase concrete and concrete related products (the "Goods") on credit, to enable completion of his 47 unit Apartment Complex project in West Bay, Grand Cayman.
  - (b) The credit limit is 100 cubic yards of concrete or CI\$16,000.00, whichever may occur sooner.
  - (c) The Defendant must pay all outstanding amounts within 90 days of the Invoice date.
  - (d) That 5% interest be charged per month on unpaid Invoices after 90 days until the date of payment.

- (e) That the Defendant must provide 24 hours notification to the Plaintiff if he should require concrete in excess of 100 cubic yards.
  - (f) The Defendant provided a gold chain and pendant valued by the Defendant at approximately CI\$20,000 as security for an extension of credit.
6. Pursuant to the Written Agreement, the Plaintiff and the Defendant understood the procedure for ordering Goods and Invoicing was as follows:
- (a) The Defendant would verbally request Goods from the Plaintiff when required.
  - (b) The Plaintiff would provide the Goods to the Defendant upon receipt of the verbal request.
  - (c) The Plaintiff would, after provision of the Goods, issue a written Invoice to the Defendant.
  - (d) The Defendant knew that the Plaintiff used a standard form printed Invoice to confirm the provision of, and indebtedness resulting from, the verbal order for Goods.
7. On or about December 23, 2007, the Defendant verbally requested Goods from the Plaintiff, the Plaintiff provided the Goods to the Defendant and then issued Invoice number 0033909-IN to the Defendant for CI\$7,800.00 in respect of the Goods provided.
8. On or about January 17, 2008 the Defendant informed the Plaintiff that he would require credit in addition to that stipulated in the Written Agreement. The Defendant informed the Plaintiff that he would provide 4 further pieces of jewellery as security for a further extension of credit.
9. The Plaintiff and Defendant agreed that the credit limit stipulated in the Written Agreement would be increased and that the terms of Written Agreement would apply to the increased credit limit. The Plaintiff and the Defendant agreed that the additional 4 pieces of jewellery would be held by the Plaintiff as security for the credit increase.

10. The Plaintiff and the Defendant signed a document evidencing the total of 5 pieces of jewellery provided by the Defendant to the Plaintiff, being held by the Plaintiff as security for monies owed to the Plaintiff. The Defendant estimated the total value of the 5 pieces of jewellery to be CI\$57,600.00.
11. The Defendant had previously owned a jewellery business and it was therefore assumed by the Plaintiff that the Defendant had a proper knowledge of the correct value of the security provided.
12. On or about January 20, 2008, the Defendant verbally requested Goods from the Plaintiff, the Plaintiff provided the Goods to the Defendant and then issued Invoice number 0034040-IN to the Defendant for CI\$6,750.00 in respect of the Goods provided.
13. On or about January 31, 2008 the Defendant verbally requested Goods from the Plaintiff, the Plaintiff provided the Goods to the Defendant and then issued Invoice number 0034154-IN to the Defendant for CI\$7,125.00 in respect of the Goods provided.
14. On or about February 17, 2008, Defendant verbally requested Goods from the Plaintiff, the Plaintiff provided the Goods to the Defendant and then issued Invoice number 0034306-IN to the Defendant for CI\$7,470.00 in respect of the Goods provided.
15. On or about March 16, 2008, the Defendant verbally requested Goods from the Plaintiff, the Plaintiff provided the Goods to the Defendant and then issued Invoice number 0034563-IN to the Defendant for CI\$7,470.00 in respect of the Goods provided.
16. In total the Defendant made 5 verbal requests for Goods. The Plaintiff provided Goods to the Defendant 5 times and issued 5 Invoices with a total sum of CI\$36,615.00 in respect of the Goods provided.

17. In April 2008 the Plaintiff ceased providing Goods to the Defendant as the Defendant was in breach of the Written Agreement in that he had defaulted on the term providing for payment of Invoices within 90 days.
  
18. On or around September 17, 2008 the Defendant paid C1\$878.00 to the Plaintiff. The Plaintiff applied this sum as a part payment towards the oldest outstanding invoice, invoice number 0033909-IN.
  
19. From on or around March 23, 2008 the Plaintiff regularly provided the Defendant with Notices of the interest being charged to his account, pursuant to the Written Agreement.

**Schedule of Notices of Interest**

Invoice Number 0034624-IN dated March 23, 2008  
Invoice Number 0034684-IN dated March 30, 2008  
Invoice Number 0034701-IN dated March 31, 2008  
Invoice Number 0034793-IN dated April 6, 2008  
Invoice Number 0034842-IN dated April 13, 2008  
Invoice Number 0034902-IN dated April 20, 2008  
Invoice Number 0034952-IN dated April 27, 2008  
Invoice Number 0035026-IN dated April 30, 2008  
Invoice Number 0035061-IN dated May 4, 2008  
Invoice Number 0035135-IN dated May 11, 2008  
Invoice Number 0035197-IN dated May 18, 2008  
Invoice Number 0035253-IN dated May 25, 2008  
Invoice Number 0035318-IN dated May 31, 2008  
Invoice Number 0035389-IN dated June 8, 2008  
Invoice Number 0035466-IN dated June 15, 2008  
Invoice Number 0035542-IN dated June 22, 2008

Invoice Number 0035620-IN dated June 29, 2008  
Invoice Number 0035657-IN dated June 30, 2008  
Invoice Number 0035713-IN dated July 6, 2008  
Invoice Number 0035779-IN dated July 13, 2008  
Invoice Number 0035870-IN dated July 20, 2008  
Invoice Number 0035951-IN dated July 27, 2008  
Invoice Number 0036029-IN dated July 31, 2008  
Invoice Number 0036096-IN dated August 3, 2008  
Invoice Number 0036154-IN dated August 10, 2008  
Invoice Number 0036238-IN dated August 17, 2008  
Invoice Number 0036308-IN dated August 24, 2008  
Invoice Number 0036373-IN dated August 31, 2008  
Invoice Number 0036439-IN dated September 3, 2008  
Invoice Number 0036516-IN dated September 14, 2008  
Invoice Number 0036593-IN dated September 21, 2008  
Invoice Number 0036661-IN dated September 28, 2008  
Invoice Number 0036711-IN dated September 30, 2008  
Invoice Number 0036799-IN dated October 5, 2008  
Invoice Number 0036869-IN dated October 12, 2008  
Invoice Number 0037076-IN dated October 31, 2008  
Invoice Number 0037363-IN dated November 30, 2008  
Invoice Number 0037582-IN dated December 31, 2008  
Invoice Number 0037790-IN dated January 31, 2009  
Invoice Number 0038041-IN dated February 28, 2009

20. On April 30, 2009 the Plaintiff's Attorneys-at-Law personally served the Defendant with a Letter of Demand requiring payment of the full outstanding debt within 14 days of the date of receipt of the said letter.

21. The Defendant has not made payment of the full outstanding debt and the Defendant has failed to make any arrangement for a payment plan on terms satisfactory to the Plaintiff to repay the full outstanding debt by way of instalments.

22. The Plaintiff remains in possession of the jewellery provided by the Defendant as security for payment of the full outstanding debt.

**AND THE PLAINTIFF CLAIMS:-**

- (i) CI\$35,737.00 for Goods sold and delivered;
- (ii) CI\$30,639.67 in respect of interest owing as set out in the below Schedule of Interest;

**Schedule of Interest**

CI\$5,786.54 in respect of Invoice Number 0033909-IN dated December 23, 2007

CI \$6,097.50 in respect of Invoice Number 0034040-IN dated January 20, 2008

CI \$6,305.63 in respect of Invoice Number 0034154-IN dated January 31, 2008

CI\$6,399.30 in respect of Invoice Number 0034306-IN dated February 17, 2008

CI\$6,050.70 in respect of Invoice Number 0034563-IN dated March 16, 2008

- (iii) Interest pursuant to the *Judicature Law (2007 Revision)*;
- (iv) Costs, disbursements and all legal expenses, pursuant to the Written Agreement;
- (v) An Order for the valuation and subsequent sale of the jewellery upon such terms as this Honourable Court shall deem just.

(vi) Such further and other relief as this Honourable Court deems just.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$66,376.67, plus interest, costs and disbursements, further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Higgs Johnson Truman Bodden

**HIGGS JOHNSON TRUMAN BODDEN & COMPANY**

Attorneys-At-Law for the Plaintiff

Dated this 27 day of October 2009

Filed this      day of                      2009

THIS WRIT was issued by Higgs Johnson Truman Bodden & Company, PO Box 866, George Town, Anderson Square Building, Shedden Road, Grand Cayman, Cayman Islands, BWI

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

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.

**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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgement of service.
3. 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.
4. 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 named stated on the Writ of Summons*)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. 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. OF 2009

BETWEEN:

NATIONAL CONCRETE LTD.

Plaintiff

AND:

ANGEL HAWKINS

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 of Summons is being acknowledged.

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2. State whether the Defendant intends to contest or otherwise participate in 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 of Summons is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for Service:

**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 communications for him should be sent. In the case of a limited company, "residence" means its registered 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.*

Higgs Johnson Truman  
Bodden & Company  
PO Box 866GT  
Anderson Square Building  
George Town  
Grand Cayman  
Ref: MAH/368-10

*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 indorsement]