

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 46 OF 2020

BETWEEN:

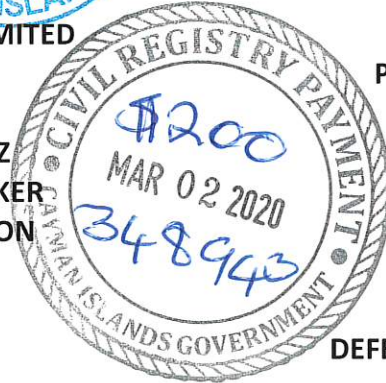
JACQUES SCOTT GROUP LIMITED

PLAINTIFF

AND:



ROLLIN M. RODRIGUEZ
SIDNEY JUNIOR WHITTAKER
JUNIO ARTHUR HURLSTON
MAIKEL EBANKS POL



DEFENDANTS

WRIT OF SUMMONS

TO: Rollin M. Rodriguez
C/O Rollin 24 HRS Convenience Shop
36A Seymour Drive
George Town, Grand Cayman

TO: Sidney Junior Whittaker
329 Mahogany Way
Prospect, Grand Cayman

TO: Junio Arthur Hurlston
31B Atwood Close
Bodden Town, Grand Cayman

TO: Maikel Ebanks Pol
36A Seymour Drive
George Town, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 28 days after the service of the 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, 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 judgement may be entered against you forthwith without further notice.

Issued this 2 day of March 2020.

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 renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a locally licenced and Incorporated Company licenced to sell goods.
2. The 4th Defendant is and was at all material times the owner of the Package Liquor Licence. The 4th Defendant is the owner of Rollin 24 HRS Convenience Shop, together with the 1st Defendant.
3. The 1st and 4th Defendants entered into an Agreement with the Plaintiff for a Commercial Credit Account on the 3rd day of December 2018 (“the Agreement”).
4. The Agreement relevantly provided that the Plaintiff would, from time to time, deliver goods to the 4th Defendant, as and when the 1st and/or 4th Defendants ordered such goods.
5. Since the date of entering into the Agreement, the Plaintiff delivered goods to the 1st and 4th Defendants for payment. Payment was due no later than 15 days after the statement of account was provided to the 1st and 4th Defendants by the Plaintiff as per the Agreement.
6. The 2nd and 3rd Defendants were employed by the Plaintiff as delivery drivers for the Plaintiff and made deliveries to the 1st and 4th Defendants. It was an implied term of the contract of employment between the Plaintiff and the 2nd and 3rd Defendants that the 2nd and 3rd Defendants would act honestly and in the best interests of the Plaintiff.
7. The 1st and 4th Defendants knew, or ought to have known that the 2nd and 3rd Defendants owed duties of honesty to the Plaintiff.
8. The 1st and 4th Defendants encouraged or persuaded the 2nd and 3rd Defendants to act in a manner inconsistent with the interests of the Plaintiff.

This **Writ** filed by **BP & Associates**, Attorneys-at-Law for the Plaintiff, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.

9. The 2nd and 3rd Defendants breached their employment contract with the Plaintiff by colluding with the 1st and 4th Defendants to deliver goods to them without a corresponding invoice for the delivered goods. The 2nd and 3rd Defendants admitted delivering to the 1st and 4th Defendants 4,068 cases of beer without invoice (the "goods").
10. The delivery of goods to the 1st and 4th Defendants was inconsistent with the terms of the Agreement. As a consequence of the failure to comply with the terms of the Agreement, title to the goods remained vested in the Plaintiff.
11. The 1st and 4th Defendants have failed to pay the Plaintiff for the goods delivered to them. The 1st and 4th Defendants subsequently sold the goods to third parties, as part of their business. In so dealing with the goods, the 1st and 4th Defendants acted in a manner entirely inconsistent with the ownership rights of the Plaintiff.
12. In doing so, the 1st and 4th Defendants converted the goods to their own use.
13. The 2nd and 3rd Defendants admitted they did unlawfully remove the goods from the Plaintiff's warehouse and have failed to account for the goods delivered to the 1st and 4th Defendants without invoice. In so doing, the 2nd and 3rd Defendants breached their contract of employment with the Plaintiff.
14. The 1st and 4th Defendants knew that in doing so, the 2nd and 3rd Defendants were acting in breach of their contract of employment. The 1st and 4th Defendants obtained a material benefit as a result of encouraging the 2nd and 3rd Defendants to breach their contracts of employment.
15. The Defendants all colluded to permanently deprive the Plaintiff of the goods without payment.

16. As at 25th February 2020, the Defendants owed the Plaintiff CI\$160,134.42.

17. In accordance with the Agreement, the Plaintiff reserves the right to add interest at a rate of 1.5% per month calculated on a daily basis to all overdue amounts.

18. As at the date of this Writ, the Defendants owe the Plaintiff CI\$160,134.42 being the outstanding amount owed to the Plaintiff and the Defendants owe interest from 1st October 2019 to date.

AND THE PLAINTIFF CLAIMS:

1. Damages from the 1st and 4th Defendants in the sum of CI\$160,134.42 for:
 - (a) Conversion; or alternatively
 - (b) Tortious interference with contractual relations;
2. Alternatively damages from the 2nd and 3rd Defendants in the sum of CI\$160,134.42 for breach of contract;
3. Interest in accordance with the Agreement;
4. Costs; and
5. Further and other relief as this Honourable Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendants pay the full debt, interest and legal costs, further proceedings will be stayed.



BP & Associates

Attorneys-at-Law for the Plaintiff

This **Writ** filed by **BP & Associates**, Attorneys-at-Law for the **Plaintiff**, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 is 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 28 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 (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized 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.

This Writ filed by **BP & Associates**, Attorneys-at-Law for the **Plaintiff**, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.

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

BP & Associates
Suite 3B Landmark Square
West Bay Road,
P.O. Box 30796
Grand Cayman, KY1-1204
Cayman Islands.

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

This **Writ** filed by **BP & Associates**, Attorneys-at-Law for the **Plaintiff**, whose address for service is Suite 3B, 3rd Floor Landmark Square, West Bay Road, George Town, P.O Box 30796, Grand Cayman KY1-1204, Grand Cayman, Cayman Islands, telephone 345-322-8088, 345-925-4621.