

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 245 OF 2011

BETWEEN: TURNER & ROULSTONE

PLAINTIFF

AND: BARRINGTON INVESTMENTS LTD

DEFENDANT



WRIT OF SUMMONS

TO: BARRINGTON INVESTMENTS LTD of P.O. Box 432, Grand Cayman KY1-1106, Cayman Islands.

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 **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, George Town, Grand Cayman KY1-1106, 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 29th June, 2011.

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. The Plaintiff is a firm which at all material times carried on business as attorneys of the Grand Court of the Cayman Islands.
2. In or around September 2008, the Defendant contacted the Plaintiff, requesting legal advice and assistance in relation to a family dispute affecting the Defendant.
3. The Plaintiff entered into an agreement with the Defendant to provide such advice and assistance, subject to the terms of an agreement being contained in the Plaintiff's standard letter of retainer dated 16 September 2008.
4. The Plaintiff firm's standard terms of business incorporate express terms which provide, amongst other things, that interim invoices would be rendered monthly; payment would fall due within 60 days of receipt of an interim or final invoice; and contractual interest at the rate of 6% per annum ("the Contract Rate") would accrue on overdue invoices.
5. The Plaintiff delivered the following interim invoices to the Defendant:
 - 5.1 Invoice 4027 dated 31 December 2008 in the sum of US\$953.00
 - 5.2 Invoice 4115 dated 31 January 2009 in the sum of US\$1,801.00
 - 5.3 Invoice 4230 dated 18 March 2009 in the sum of US\$7,234.75
 - 5.4 Invoice 4977 dated 5 February 2010 in the sum of US\$101,842.48
 - 5.5 Invoice 5144 dated 20 April 2010 in the sum of US\$6,292.25
 - 5.6 Invoice 5282 dated 31 August, 2010 in the sum of US\$3,848.50
 - 5.7 Invoice 5523 dated 4 March 2011 in the sum of US\$892.50
 - 5.8 Invoice 5609 dated 10 May, 2011 in the sum of US\$1,331.00

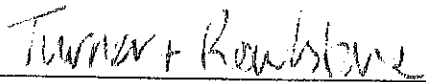
- 5.9 Invoice 5666 dated 7 June, 2011 in the sum of US\$1,638.00.
6. The Defendant are indebted to the Plaintiff in the principal sum of US\$125,833.48, together with contractual interest at a daily rate of 6% for the period from 2 March, 2009 to the date of issue of this claim, amounting to US\$9,179.31, together with further contractual interest at the daily rate of US\$20.20 until the date of judgment as more particularly set out in the spreadsheet annexed hereto.
 7. The Defendant have not stated any grounds upon which the Plaintiff's invoices are disputed.
 8. The Defendant have failed to make payment of the outstanding invoices despite various letters of demand from the Plaintiff.
 9. Therefore, the Defendant have not discharged the debt owing to the Plaintiff and the Defendant are indebted as at the date of issue in the principal sum of US\$125,833.48.

AND THE PLAINTIFF claims

1. Damages in the sum of US\$125,833.48 in respect of the outstanding invoices.
2. Contractual interest at a daily rate of 6% for the period from 2 March, 2009 to the date of issue of this claim, amounting to US\$9,179.31, together with further contractual interest at the daily rate of US\$20.20 until the date of judgment.
3. Alternatively, such other damages and/or interest as the court considers just.
4. Costs

5. Such further or other relief as this Honourable Court deems just.

DATED this 29th day of June, 2011



TURNER & ROULSTONE
Attorneys-at-Law as the Plaintiff

THIS WRIT was issued by Turner & Roulstone, Attorneys-at-law for the Plaintiff whose address for service is Strathvale House, 90 North Church Street, George Town, Grand Cayman, Cayman Islands.

Turner & Roulstone v Barrington

Invoice Date	Invoice No.	Sum Due	Payment Due Date	Today's Date	No. of Days overdue	Interest Rate	Daily Interest Rate	Total Interest
31/12/2008	4027	\$953.00	01/03/2009	20/06/2011	841	6%	\$0.16	\$131.75
31/01/2009	4115	\$1,801.00	01/04/2009	20/06/2011	810	6%	\$0.30	\$239.80
18/03/2009	4230	\$7,234.75	17/05/2009	20/06/2011	764	6%	\$1.19	\$908.61
05/02/2010	4977	\$101,842.48	06/04/2010	20/06/2011	440	6%	\$16.74	\$7,366.14
20/04/2010	5144	\$6,292.25	19/06/2010	20/06/2011	366	6%	\$1.03	\$378.57
31/08/2010	5282	\$3,848.50	30/10/2010	20/06/2011	233	6%	\$0.63	\$147.40
04/03/2011	5523	\$892.50	03/05/2011	20/06/2011	48	6%	\$0.15	\$7.04

TOTALS

\$122,864.48

\$20.20

\$9,179.31

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO OF 2011

BETWEEN: TURNER & ROULSTONE PLAINTIFF

AND: BARRINGTON INVESTMENTS 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 Delay may result in judgment being entered directions and notes for guidance against a Defendant whereby he may have to carefully before completing this form. If pay the costs of applying to set it aside. any information required is omitted or given wrongly, 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 o, 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.

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

Turner & Roulstone
Strathvale House
90 North Church Street
PO Box 2636
Grand Cayman KY1-1102

Ref: MG/as/00006-0014

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]

Acknowledgement 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 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 495, George Town, Grand Cayman KY1-1106.

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 Plaintiffs (or on the Plaintiffs 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 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.