

BETWEEN:

J SAMUEL JACKSON



AND:

(1) JAMES STEVEN JACKSON

(2) JEROME STEVEN JACKSON

DEFENDANTS

WRIT OF SUMMONS



TO: James Steven Jackson
Ernest Jackson Drive
West Bay
Grand Cayman
Cayman Islands

Jerome Steven Jackson
Ernest Jackson Drive
West Bay
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 Courts Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service 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 6th day of January 2012

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.

**GENERALLY INDORSED
STATEMENT OF CLAIM**

1. The Plaintiff's claim is for damages suffered by the Plaintiff consequent upon the publication, by the Defendants, of words defamatory of the Plaintiff.
2. In or around August 2011 and/or September 2011, the First and Second Defendants each published words defamatory of the Plaintiff which were calculated to disparage the Plaintiff in, *inter alia*, his capacity as a respected attorney and/or in respect of business ventures carried on by him at the time of publication.
3. The publication of the defamatory words occurred during conversations between the Defendants and the representatives of Decco Ltd, a company registered in the Cayman Islands with which the Plaintiff conducts business. In particular, each of the Defendants, at various times, has made the following statements:-
 - (i) that the Plaintiff was engaged to act as an Attorney on behalf of the Defendants in respect of work to be undertaken on Block 10A, Parcel 50 in West Bay, Grand Cayman, Cayman Islands (the "Site"), which is untrue;
 - (ii) that a contract between Crymble Landholding Ltd and Jackson Heavy Equipment Services Ltd dated 20 July 2011 (the "Contract") concerning excavation works at the Site originated through and/or arose as a result of negotiations between the Defendants and Decco Ltd (as Agent for Crymble Landholding Ltd), which is untrue; the Defendants at all times simply being proposed sub-contractors under the Contract;
 - (iii) that the Defendants were to be either directors and/or shareholders in Jackson Heavy Equipment Services Ltd, which is untrue; the Defendants intended role at all times being limited to acting as sub-contractors under the Contract;
 - (iv) that Jackson Heavy Equipment Services Ltd, a company owned and controlled by the Plaintiff, entered into the Contract without the Defendants' knowledge or consent in circumstances where the Plaintiff was engaged to act as an Attorney on their behalf, which is untrue;
 - (v) that the Plaintiff, through Jackson Heavy Equipment Services Ltd, stole and/or misappropriated the corporate opportunity belonging to the Defendants (as encapsulated in the Contract) and that the Plaintiff did so whilst retained by the Defendants as their Attorney and in breach of his professional duties and obligations, which is untrue; and
 - (vi) that the Plaintiff, whilst acting as an attorney for the Defendants, suggested that his fees should be paid out of the monies generated as a consequence of the Contract, which is also untrue.
4. Further or in the alternative, in the event that the statements pleaded at paragraph 3 hereof were published by the First Defendant directly, the Second Defendant is equally liable as he participated in the publication and by his conduct endorsed such publication.
5. In their natural and ordinary meaning, the said words cumulatively meant and were understood to mean that:-
 - (i) the Plaintiff had acted improperly and/or unethically and/or in breach of his professional obligations as an Attorney by misappropriating a corporate opportunity belonging to the Defendants, whilst at the same time being retained by the

Defendants as their Attorney. As such, the words were calculated to disparage the Plaintiff in his professional capacity and in his business; and

- (ii) the Plaintiff had acted in breach of duties (fiduciary and otherwise) owed to the Defendants as his clients.
6. Further, or in the alternative, the said words bore and were understood to bear the above meanings.
7. By reason of the aforesaid facts and matters, the Plaintiff's reputation has been seriously damaged and he has suffered considerable distress and embarrassment.
8. Further, the said words are false and were published maliciously. The words were calculated to cause pecuniary damage to the Plaintiff in, *inter alia*, his capacity as a respected attorney and/or in respect of business ventures carried on by him and/or by Jackson Heavy Equipment Services Ltd at the time of publication.

AND THE PLAINTIFF CLAIMS:-

- (1) Damages including exemplary and aggravated damages;
- (2) Injunctive Relief;
- (3) Interest thereon pursuant to Section 34 of the Judicature Law (2004 Revision); and
- (4) Costs on an Indemnity basis.



STUART WALKER HERSANT
Attorneys for the Plaintiff

Dated this 6th day of January 2012

BETWEEN:

J SAMUEL JACKSON

PLAINTIFF

AND:

(1) JAMES STEVEN JACKSON

(2) JEROME STEVEN JACKSON

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 of Summons is acknowledged accordingly

(Signed) _____

Attorney for

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her 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/her name, address and reference, if any, in the box below.

Richard Annette/Christopher Levers
STUARTS WALKER HERSANT
Attorneys-at-Law
4th Floor, Cayman Financial Centre
36A Dr. Roy's Drive
P.O. Box 2510 GT
George Town
Grand Cayman, KY1-1104
Cayman Islands

Tel: 345 949 3344
Fax: 345 949 2888
Ref: **RTWA/CL/5248**

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.

[Empty box for Defendant's Attorney endorsement]

DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO Box 495, 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 instalments or otherwise.

See over for Notes of Guidance

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/her.
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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.