

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: 0304
OF 2013

BETWEEN: SAMSON & McGRATH (A FIRM) PLAINTIFF
AND: KAZUKO TAKADA DEFENDANT



TO: KAZUKO TAKADA

WRIT OF SUMMONS



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, P.O. Box 495GT, George Town, Grand Cayman, 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 2 September, 2013.

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 law firm carrying on business at 5th Floor Genesis Building, Genesis Close, George Town, PO Box 446 Grand Cayman KY1-1106, Cayman Islands.
2. The Defendant was at all material times a client of the Plaintiff.
3. In December 2011 the Defendant formally retained and entered into an attorney-client contract with the Plaintiff for the provision of legal services.
4. Pursuant to the terms of the attorney-client contract, the Defendant agreed to pay for legal services rendered by the Plaintiff at the hourly rates provided for therein.
5. The Plaintiff's claim is for the sum of CI\$70,995.41 for work done, services rendered and moneys paid by the Plaintiff as the Defendant's attorneys for and on behalf of the Defendant and at her request.
6. It was a term of the agreement between the parties (paragraph 6) that the Defendant is liable to pay interest to the Plaintiff at the rate of 1% per month for overdue amounts.

PARTICULARS

- (a) For the sum of full particulars of which are contained in an invoice delivered to the Defendant on 24th July 2013.
7. The amount of CI\$70,995.41 remains outstanding for legal services provided to the Defendant. The Plaintiff has made formal written demand for payment and the defendant has failed to pay the amount due.
8. As at the date of issue of this Writ, the Defendant remains indebted to the Plaintiff in the amount pleaded above.

AND THE PLAINTIFF claims:

1. CI\$70,995.41 being the amount due;

2. Interest accruing after the date of this Writ at a daily rate of CI\$23.34 in accordance with the terms of the contract;
3. Alternatively interest accruing after the date of this Writ at a daily rate of CI\$4.61 pursuant to the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time;
4. Costs;
5. Such further and other relief as this Court may deem just.

STATEMENT REGARDING INTEREST

- a) The rate of interest is 1% per month.
- b) The date from which interest is claimed is the date of this Writ.
- c) The amount of interest accruing each day following the issue of this Writ is CI\$23.34.

Dated this 2nd day of September 2013.



Samson & McGrath

Attorneys for the Plaintiff

INDORSEMENT

The principle amount claimed in respect of the debt is CI\$70,995.41, if within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed in principle, ad valorem fees of CI\$709.95.00 and filing fees of CI\$200 further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

**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 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 "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.

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 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.

Samson & McGrath
Attorneys at Law
5th Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman

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