

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2015  
GO195

BETWEEN

SAMSON AND MCGRATH (A FIRM)

PLAINTIFF

AND

RONALD GREGORY KYNES

RESPONDENT

TO:

WRIT OF SUMMONS

Ronald Gregory Kynes

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, P.O. Box 495G, George Town, Grand Cayman, the accompanying *Acknowledgment of Service* stating therein whether you intend to contest these proceedings.

If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the *Acknowledgment of Service* form.

**IF YOU FAIL** to satisfy the claim or fail to return the *Acknowledgment of Service* containing full particulars of your defence 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.

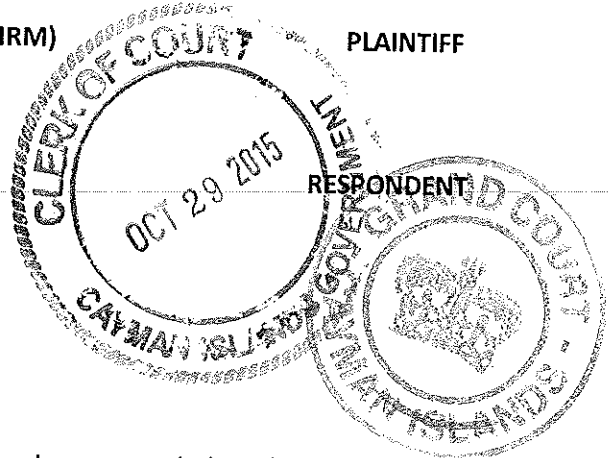
Issued this        of        2015

**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.

This WRIT OF SUMMONS was issued by Samson & McGrath, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is 5<sup>th</sup> Floor Genesis Building, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.



### STATEMENT OF CLAIM

1. The Plaintiff is a law firm carrying on business at 5<sup>th</sup> 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. On or about 21 July 2011, the Defendant formally retained the Plaintiff for the provision of legal services.
4. At the Defendant's request, the Plaintiff provided legal services to the Defendant and the Defendant agreed to pay for legal services rendered by the Plaintiff at hourly rates as agreed.
5. The Plaintiff provided these services including in relation to Grand Court proceedings in Cause No: FAM 160 of 2011.
6. The Defendant was invoiced monthly for services rendered and there remains an outstanding balance of CI\$35,452.43 in respect of multiple invoices.
7. The Plaintiff claims for the sum of CI\$35,452.43 for work done, services rendered and moneys paid by the Plaintiff as the Defendant's Attorney for and on behalf of the Defendant and at his request. It was a term of the agreement between the parties that the Defendant is liable to pay interest to the Plaintiff at the rate of 1% per month for overdue amounts.
8. The amount of CI\$35,452.43 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.
9. As at the date of issue of this writ of summons, the Defendant remains indebted to the Plaintiff in the amount pleaded above.

10. And the Plaintiff claims interest:

- a) The Plaintiff seeks pre and post judgment interest from 14 March 2014 in respect of services rendered to that date in the sum of CI\$30,442.43.
- b) The Plaintiff hereby waives interest from 14 March 2014 to the issue date in respect of additional services rendered in the sum of CI\$5,010.
- c) The interest rate as per the contract was 1% per month.
- d) The amount of interest owing at date of issue of this Writ of Summons in respect of the sum of CI\$30,442.43 is CI\$5,934.21.
- e) The amount of interest accruing each day following the issue of this Writ of Summons is CI\$11.66.

**AND THE PLAINTIFF CLAIMS:**

- (i) The said sum of CI\$35,452.43.
- (ii) Pre judgment interest on the sum of CI\$30,442.43 and post judgment interest on the sum of CI\$35,452.43 as per the contract or in the alternative, in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (ii) Costs to be taxed or agreed or alternatively fixed costs in the sum of CI\$150.00 plus filing fees and bailiff's fee for service.

Dated this 29<sup>th</sup> day of October 2015

Samson & McGrath

SAMSON & McGRATH

Plaintiff

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$35,452.43. If within the time for returning the Acknowledgement of Service, the Defendant pays to the Plaintiff the total amount claimed of CI\$35,452.43, interest of CI\$5,934.21, *ad valorem* fees of CI\$354.52 and filing fees of CI\$200, further proceedings will be stayed.

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CAUSE NO. OF 2015

BETWEEN SAMSON AND MCGRATH (A FIRM) PLAINTIFF

AND RONALD GREGORY KYNES RESPONDENT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Writ of Summons is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this      day of                      2015

*See Overleaf*

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraph the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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***Defendant's Signature***

REMINDER - This form must be taken or sent to the Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.