

Writ of Summons (0.6, r.1)

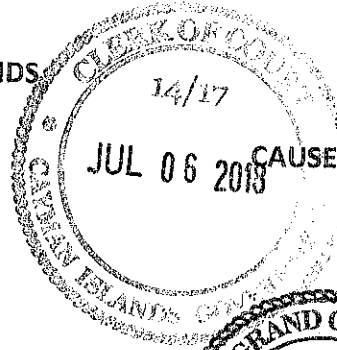
IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

JACKSONLAW

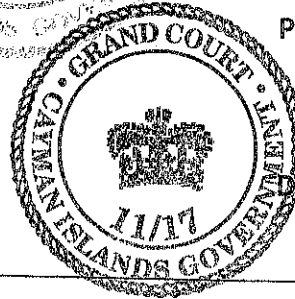
AND:

MIRIAM LINTON
JORGE ANGEL LIMONTA BENITO



CAUSE NO: 127 of 2018

PLAINTIFF



DEFENDANTS

WRIT OF SUMMONS

TO:

(1) **MIRIAM LINTON**

111 West Church Street
P.O. Box 30901, KY1-1204
Grand Cayman, Cayman Islands

(2) **JORGE ANGEL LIMONTA BENITO**

111 West Church Street
P.O. Box 30901, KY1-1204
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 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 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.

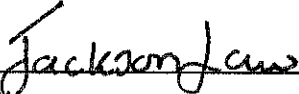
Issued this 6 day of July 2018.

STATEMENT OF CLAIM

1. The Plaintiff is a law firm, formerly styled "J.S. Jackson & Co.", now "JacksonLaw", that entered into Attorney-Client Fee Contracts with each of the Defendants on 18 July 2016 pursuant to which contracts the Defendants undertook and agreed to pay all applicable professional fees and expenses billed by the firm in accordance therewith.
2. Pursuant to the said Attorney-Client Fee Contracts the Plaintiff provided legal representation to the Defendants on diverse occasions between July 2016 and January 2018 in relation to Cause No. G110 of 2016.
3. As a result of the default of payments due under the said Attorney-Client Fee Contracts, the Defendants became indebted to the Plaintiff. As a result of this indebtedness, the Plaintiff and the Defendants entered into a Client Fee Settlement Agreement on 12 April 2017.
4. The Defendants have breached both the Attorney-Client Fee Contracts and the Client Fee Settlement Agreement and failed to pay outstanding legal fees and expenses to the Plaintiffs in the amount of KYD 34,890.00.

AND THE PLAINTIFF claims:

1. Breach of contracts by the Defendants pursuant to the non-payment of debt to the Plaintiffs in the amount of KYD 34,890.00.
2. Interest of 2 3/8% pursuant to Section 34 of the Judicature Law (2007 Revision) due from 1 May 2018 currently amounting to KYD 151.80 at a per diem rate of KYD 2.30.
3. Costs of the cause on an indemnity basis.



JacksonLaw

This writ of summons and statement of claim is filed by JacksonLaw for the Plaintiff whose address for service is Unit 1D, Landmark Square, 64 Earth Close, P.O. Box 10638, KY1-1006, Grand Cayman, Cayman Islands, Tel: 943 5225, email: selina.tibbetts@jacksonlaw.ky

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.

Acknowledgement of service of writ of summons (0.12, 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: of 2018

BETWEEN:

JACKSONLAW

PLAINTIFF

AND:

MIRIAM LINTON
JORGE ANGEL LIMONTA BENITO

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 is acknowledged accordingly

(Signed).....

Attorney for

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 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.

JacksonLaw
P.O. Box 10638, KY1-1006
Unit 1D, Landmark Square
64 Earth Close
Grand Cayman
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.

[Empty box for defendant's attorney indorsement]