

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 172 OF 2019

BETWEEN:

HSM CHAMBERS



AND

DEBORAH MCMULLAN POULTON

Defendant



WRIT OF SUMMONS

TO:

Deborah McMullan Poulton
24605 Deer Trace Drive
Ponte Vedra Beach
Florida
32082
USA



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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 11 day of October 2019

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.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a partnership organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides at 24605 Deer Trace, Ponte Vedra Beach, Florida, 32082, USA.
3. Pursuant to an engagement letter and terms of business dated 15 June 2017 (collectively, the "Retainer"), the Defendant engaged the Plaintiff to provide legal advice and services in relation to proceedings issued against her, Wilson McMullan and Christine McMullan in the Cayman Islands.
4. In accordance with the engagement letter, the Defendant agreed, *inter alia*, as follows:
 - a. That the Defendant would be responsible for payment of all professional fees and expenses in relation the engagement, including the Plaintiff's professional fees and expenses and those of any Queen's Counsel retained by the Plaintiff, on behalf of Wilson McMullan and Christine McMullan;
 - b. That the Defendant would pay the Plaintiff's invoices within 14 days of the date of the invoice being rendered;
 - c. That the Defendant would pay to the Plaintiff interest at the rate of 10% per annum on any outstanding balance not settled within 14 days of the invoice being rendered; and
 - d. That the agreement would be construed in accordance with and would be governed by the laws of the Cayman Islands.
5. In accordance with the terms of business, the Defendant agreed, *inter alia*, as follows:

"The Retainer is governed by the laws of the Cayman Islands and you agree that all claims or disputes between us arising out of or in connection with the Retainer must be brought only in the Courts of the Cayman Islands, irrespective of the subject of the dispute or where the work is carried out."

6. The Plaintiff provided legal services to the Defendant in accordance with the Retainer and rendered invoices from time to time. In breach of the Retainer, the Defendant failed to pay the following invoices:

	Date	Invoice #	Invoice Amount	Amount Paid	Invoice Balance (USD)
1	3 Jul 2018	4258183	34,015.00	8,205.16	25,809.84
2	24 Aug 2018	4259803	41,460.49	0	41,460.49
3	14 Sep 2018	4260470	24,125.31	0	24,125.31
4	19 Nov 2018	4262111	46,606.38	0	46,606.38
5	7 Dec 2018	4262802	34,540.18	0	34,540.18
6	15 Feb 2019	4264841	61,415.00	0	61,415.00
7	22 Mar 2019	4265579	31,865.00	0	31,865.00
8	30 Apr 2019	4266349	30,734.00	0	30,734.00
9	11 Jun 2019	4267509	18,175.00	0	18,175.00
10	28 Jun 2019	4267997	28,085.00	0	28,085.00
11	13 Aug 2019	4269223	61,490.00	0	61,490.00
12	25 Sep 2019	4270420	39,570.00	0	39,570.00
Balance Due (USD)					443,876.20

7. Accordingly, the Defendant owes to the Plaintiff the principal sum of US\$443,876.20.
8. The Plaintiff seeks pre- and post-judgment interest on the principal sum at the contractual rate of 10% per annum commencing 14 days from the date of the invoice to 11 October 2019 being the date of issue of these proceedings in the sum of US\$25,678.62 (as broken down in the table below) and continuing at the daily rate of US\$121.60 per diem until discharged in full.
9. In the alternative, the Plaintiff seeks pre- and post-judgment interest on the principal sum at the statutory rate of 2.375% per annum pursuant to *Section 34 Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* for such a period as this Honourable Court deems fit.

	Invoice #	Interest Rate	Start Date	Date of Issue	Interest Amount (USD)
1	a. U S 4258183	10%	17 Jul 2018	11 Oct 2019	3,182.04
2	\$4259803	10%	7 Sep 2018	11 Oct 2019	4,532.26
3	X 4260470	10%	28 Sep 2018	11 Oct 2019	2,498.46
4	i 4262111	10%	3 Dec 2018	11 Oct 2019	3,983.89
5	n 4262802	10%	21 Dec 2018	11 Oct 2019	2,782.14
6	r 4264841	10%	1 Mar 2019	11 Oct 2019	3,769.03
7	e s 4265579	10%	5 Apr 2019	11 Oct 2019	1,650.00
8	p4266349	10%	14 May 2019	11 Oct 2019	1,263.04
9	e c 4267509	10%	25 Jun 2019	11 Oct 2019	537.78
10	t 4267997	10%	12 Jul 2019	11 Oct 2019	700.20
11	o4269223	10%	27 Aug 2019	11 Oct 2019	758.10
12	f 4270420	10%	9 Oct 2019	11 Oct 2019	21.68
Interest Due					25,678.62

10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$443,876.20 being the principal sum due.
- b) Pre and post judgment interest at the contractual rate of 10% per annum calculated from 17 July 2018 to 11 October 2019 in the sum of US\$25,678.62 and continuing at the rate of US\$121.60 per diem in accordance with terms of the Retainer;
- c) In the alternative, pre and post-judgment interest at the statutory rate of 2.375% per annum pursuant to Section 34 *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* for such a period as the Honourable Court deems fit;
- d) Costs; and
- e) Such further and other relief as this Honourable Court may deem just.

HSM chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$443,876.20 as of the date of filing. The amount of the filing fees to commence the proceeding is C\$200, plus ad valorem fees of C\$2,264.28. If, within the time for returning the acknowledgement of service, the defendants pay the Plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 7 above;
2. The prescribed rate of interest is 10% per annum;
3. The date from which interest is payable is 17 July 2018; and
4. The amount of interest accruing due each day is US\$121.60.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law, whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (Ref: SJA.418107-0032)

**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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 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.
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: GC OF 2019

BETWEEN:

HSM CHAMBERS

Plaintiff

AND

DEBORAH MCMULLAN POULTON

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 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
[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 or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication 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.

HSM Chambers
Attorneys-at-Law
68 Fort Street
PO Box 31726
George Town
Grand Cayman, KY1-1207
CAYMAN ISLANDS
(Ref: SJA.418107-0032)

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]