



**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO GC**

**OF 2021**

**BETWEEN:**

**COHEN & COMPANY INTERNATIONAL (CAYMAN)**

**PLAINTIFF**

**AND**

**ASCAPIA FUND II**

**DEFENDANT**

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**WRIT OF SUMMONS**

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**TO:** **ASCAPIA FUND II** of Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005 Cayman Islands.

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff, of PO Box 1748, Grand Cayman KY1-1109 in respect of the claims 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 Courts Office, P.O. Box 495, George Town, 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 any intention to contest the

proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 15<sup>th</sup> day of December 2021.

**NOTE** this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

**IMPORTANT**

Directions for the Acknowledgement of service are given with the accompanying for

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STATEMENT OF CLAIM

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1. The Plaintiff was engaged by the Defendant to provide external audit services.
2. The terms of the Plaintiff's engagement were set out in an engagement letter provided to the Defendant.
3. Upon acceptance of its terms by the Defendant, the Plaintiff performed external audit services for the Defendant, and carried out audits of financial statements for the Defendant for the period between 21 November 2014 and the year ended 31 December 2017 ("**the Service Period**").
4. During the Service Period, the Plaintiff performed work and provided services for the Defendant.
5. The Plaintiff performed work in connection with auditing the financial statements for the Defendant for the year ended 31 December 2017 to the value of US\$10,000.00 ("**the Outstanding Sum**") in respect of which it issued the following invoices to the Defendant for sums due and owing:

Date	Amount (USD)	Invoice reference number
21 November 2018	\$10,000.00	INV-0223
<b>TOTAL:</b>	<b>10,000.00</b>	

6. In breach of the terms of the Plaintiff's engagement, the Defendant failed to pay the Outstanding Sum.
7. On 8 October 2020, because of the Defendant's failure to pay amount due on the invoices, the Plaintiff issued a letter of demand, to which the Defendant has failed to respond.
8. On 17 September 2021, the Plaintiff, through its attorneys, made further demand in respect of the Outstanding Sum.
9. The whole of the Outstanding Sum owed to the Plaintiff remains unpaid by the Defendant.
10. The Plaintiff is entitled to interest on the Outstanding Sum from 21 November 2018 to the date of trial at a rate of 2 3/8% per annum calculated pursuant to the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time and standing at the sum of US\$728.12 and accruing at a daily rate of US\$ 0.65.
11. By reason of the Defendant's failure to pay the Outstanding Sum and breach of the terms of the Plaintiff's engagement the Plaintiff has incurred legal expenses for which the Defendant is required to indemnify the Plaintiff.

#### **Particulars of Loss**

As at the date of issue of the Writ the Plaintiff has incurred the following reasonable expenses: -

- (a) Professional Fees and Disbursements – Nelsons US\$ 7,500.00

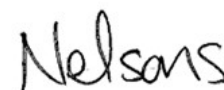
Such loss is expected to continue to the date of trial.

**THE PLAINTIFFS THEREFORE CLAIM:**

- (1) Judgment in the sum of US\$ 17,500.00 or such other sums as may be found due at the date of trial.
- (2) Interest on any sums awarded by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012 as amended from time to time and as calculated and claimed under paragraph 10 above.
- (3) Costs.
- (4) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pay the total amount claimed of **US\$ 17,500** further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

**DATED** at Grand Cayman this 15<sup>th</sup> day of December 2021



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**Nelsons**  
Attorneys for the Plaintiff

**THIS WRIT OF SUMMONS** is filed by Nelsons, Attorneys-at-Law for the Plaintiff, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201, Cayman Islands.

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**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 intend 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 the Defendant

Address for service:

Notes on address for service

Please complete overleaf

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

Nelsons  
Attorneys at Law  
PO Box 30069  
31 The Strand  
46 Canal Point Drive  
Grand Cayman KY1-1201  
Attn: A Carver/ C Flanagan

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

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 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 for guidance**

**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.