



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

CAUSE NO.                      OF 2022

BETWEEN:

**Chapmans Legal Ltd  
trading as Chapmans**

Plaintiff

**-AND-**

**Gladwyn Denise McLean as *Executrix*  
of the Estate of John Bonwell McLean deceased**

Defendant

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**WRIT OF SUMMONS**

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TO: Gladwyn Denise McLean as *Executrix* of the Estate of John Bonwell McLean deceased

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 14<sup>th</sup> day of February 2022

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.

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Statement of Claim  
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1. The Plaintiff is an incorporated legal practice that provides Cayman Islands legal services.
2. The Defendant is the Estate of John Bonwell McLean (“the deceased”) acting by its *Executrix*. The deceased died 24 August 2019 and the Grant of Probate is dated 15<sup>th</sup> January 2020.
3. The Defendant engaged the Plaintiff (“the engagement”) in September 2020 to *inter alios* represent its interests, and to progress the due administration of the Estate, to advise the *Executrix* as to her duties so as to avoid conflicts with her personal interests under the Will of her late husband, to deal with attorneys hired by some heirs “to attack the Estate/remove the Executrix”, and to advise on and seek to resolve issues created by the drafting of the Will and the Co-Executor Truman Bodden having renounced that role. Further, the Estate assets included rights/claims in other unadministered Estates of which the deceased was Administrator at the time of his death.
4. The said engagement was in the express context of certain serious problems with the Estate that the *Executrix* and the Estate’s two previous firms of attorneys had been grappling with – the Plaintiff was the third set of attorneys for the Estate in 8 months; fees/debts had been incurred, but no progress had been made in the Estate’s Administration. The Estate was [said by the *Executrix* to the Plaintiff to be] without any liquid assets and unable to pay its then attorneys Bedell Cristin.
5. The Plaintiff accepted the engagement and agreed, in the circumstances, to assist the Estate by loaning to the Estate the sum(s) needed to pay the previous attorneys, in order to obtain the papers of the Estate needed, but held under a solicitor’s lien for unpaid professional fees and expenses.
6. It was an express term of the engagement that the loaned sum(s) to secure the Estate’s papers would be repaid, and the professional fees and expenses of the Plaintiff in

advising the Estate of the deceased, would be paid, from Estate assets, which were high in value, but not liquid. It was a known and implied term that some real property assets of the Estate would have to be sold to raise funds to pay debts of the Estate in its due and proper administration.

7. There were express terms of the engagement that the *Executrix* would at all times act in accordance with her duties as trustee of the Estate assets and comply with the obligations of her office as *Executrix* to get in Estate assets and pay Estate debts and in that process that she would provide all needed facts and accounts to the Plaintiff as to any/all assets, debts, assets sales, proceeds of sales, liquid assets of the Estate, etc. so that the Plaintiff could ensure (i) the due administration, and (ii) in due course the filing of a true and accurate inventory and (iii) eventually file the Affidavit of General Accounting to conclude the due and proper administration of the Estate of the deceased.
8. The Plaintiff duly paid the Estate Debt of US\$14,177.23 to the second set of Estate attorneys on 28<sup>th</sup> October 2020 in order to release their solicitor's lien and obtain the Estate's papers, to progress its due administration. The papers were obtained over the first two weeks of November 2020 only after the said payment. It was an implied term of the engagement and the Plaintiff loaning the said sum to the Estate that it would be repaid in full by the Estate to the Plaintiff as soon as possible or by installments.
9. The Plaintiff upon accepting and commencing work per the engagement duly recorded the time-spent in rendering its professional services and the expenses of its carrying out its obligations under the engagement and prepared monthly invoices for the Estate.
10. The Plaintiff made the two necessary Probate & Administration Division "*de bonis non*" applications in the two unadministered Estates of which the deceased had been the Administrator at his death. The *Executrix* failed and refused to sign the Bonds needed to progress the two applications: (i) on one the Plaintiff had to negotiate for the deceased's brother to take over; and (ii) in the other the *Executrix* only signed her bond, for her application to be appointed *Administratrix* in place of the deceased in the *Syms* Estate matter, when Mr. Chapman gave his personal surety for CI\$1.2 million in an effort to assist so the matter could be progressed.
11. In breach of the terms of the engagement, the *Executrix* failed and refused to provide to the Plaintiff any details of any liquid assets of the Estate, if any. In further breach the Defendant during the engagement sold land in the Estate without informing the Plaintiff of such sales and, when discovered by the Plaintiff, the Defendant failed and refused to give any details to the Plaintiff as to the proceeds of sale: amounts or locations.
12. The Defendant Estate, despite requests, for the 9 months from November 2020 up to August 2021, made no repayment of/toward the loaned sum of US\$14,177.23 and in breach of contract the *Executrix* failed and refused to discuss or assist in any forward plan

- or proposals under which the Estate would repay the loan. In so refusing the Defendant further refused to engage in any way as to eventual payment of the Plaintiff's professional charges and expenses [all the latter paid for the Estate by the Plaintiff during the engagement].
13. The loan sum was eventually repaid in full in portions by November 2021, without explanation as to the sources of funds, and some payments were not made to the Plaintiff but without notice to the personal bank account of Mr. Chapman. Other than repayment of the loaned amount, with no interest, the Defendant has failed and refused to pay *any* further sum to the Plaintiff for its legal services and the expenses paid for the Estate during the engagement.
  14. Despite attempts by the Plaintiff to move the matter forward with the Defendant from August to October 2021 the Defendant offered to pay KYD 0.00 and "out of the blue" copied the Plaintiff on a Notice of Intention to Act in Person to the Court, the Department of Lands & Survey and others that she filed 12<sup>th</sup> October 2021.
  15. The Plaintiff accepted this final breach/repudiation of the engagement and proceeded to wind down its assistance and transition the on-going matters to the *Executrix*. The Plaintiff accordingly sent its invoices, for the 14 months of its work from September 2020 through October 2021, to the Defendant (CI\$86,467.40) on 9<sup>th</sup> November 2021 seeking payment within 30 days and/or proposals for payment over time. The Defendant in breach of contract and her duty to the Estate as Trustee has made no reply and made no payment at all.
  16. In the premises aforesaid the Plaintiff is entitled to and claims forthwith payment from the Defendant Estate of the debt due under the said invoices of CI\$86,467.40, or damages for breach of contract to be assessed, and/or taxed on the trustee basis per *McGrath Tonner v McLean*.
  17. In the alternative the Plaintiff claims damages in the aforementioned sum on a *quantum meruit and valebat* for the professional work done for the Defendant at its request and and for the expenses paid out for the Defendant Estate at its request.

18. The Plaintiff claims interest on the sums found to be due and owing to it pursuant to the to the Judicature Act and the Rules of the Grand Court at such rate(s) and for such period(s) as the Court may determine to be just in the circumstances of the case

And the Plaintiff claims:

- (1) Damages for breach of contract as aforesaid and/or such damages to be assessed; or
- (2) An Order for taxation of the Plaintiff's said invoices on the trustee/indemnity basis per the ruling in *McGrath Tonner v McLean*.
- (3) Interest pursuant to statute.

Dated this 14<sup>th</sup> day of February 2022



CHAPMANS

THIS WRIT OF SUMMONS was issued by CHAPMANS, Attorneys for the Plaintiff, whose address for service is:  
Commonwealth House, PO Box 742, 81 West Church St, West Bay, Grand Cayman KYI-1303 (jchapman@chapmanslegal.com)

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 installments or otherwise.

**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 authorized 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

CIVIL DIVISION

CAUSE NO. OF 2022

BETWEEN:

Chapmans Legal Ltd trading as Chapmans

Plaintiff

-AND-

Gladwyn Denise McLean as *Executrix*  
of the Estate of John Bonwell McLean deceased

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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes

no

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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

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Service of the Writ is acknowledged accordingly

(Signed).....

Defendant / Attorney for the Defendant

**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.

**Chapmans**  
**Commonwealth House**  
**81 West Church St, West Bay,**  
**Grand Cayman KY1-1303**  
**Cayman Islands**  
jchapman@chapmanslegal.com

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