



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

**CAUSE NO: G**

**OF 2023**

**BETWEEN:**

**STACY QUINNEY**

**PLAINTIFF**

**AND:**

**ETIENNE BLAKE**

**DEFENDANT**

**WRIT OF SUMMONS**

**TO: ETIENNE BLAKE** of 69 Hinds Way, George Town, 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, PO Box 495, 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.

**THIS WRIT** was issued by Walkers (Cayman) LLP, Attorneys at Law, of 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands for the Plaintiff whose address for service is care of its Attorneys-at-Law.

29123041.1.Q0411.178639

Issued this 18th day of October 2023

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** was issued by Walkers (Cayman) LLP, Attorneys at Law, of 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands for the Plaintiff whose address for service is care of its Attorneys-at-Law.

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**STATEMENT OF CLAIM**

1. The Plaintiff is a businessman and a citizen of Canada.
2. The Defendant is a Cayman Islands general partnership carrying on business as a firm of attorneys-at-law in the Cayman Islands.
3. Pursuant to written terms of engagement dated 30 May 2018, the Plaintiff engaged the Defendant as his attorney-at-law to advise on matters of Cayman Islands law.
4. On 9 July 2018 the Plaintiff's previous attorneys-at-law, Stenning & Associates, transferred the sum of US\$350,217.18 from their client account to the Defendant's client account, to be held on trust for the Plaintiff (the "**Trust Monies**"). The transfer of the Trust Monies was accepted by the Defendant.
5. At all material times the Trust Monies were:
  - a. held by the Defendant on trust for the Plaintiff;
  - b. not available for the Defendant's own purposes; and
  - c. repayable to the Plaintiff immediately upon demand.
6. Following various disbursements from the Trust Monies over time, as at 1 July 2022 the balance held by the Defendant stood at US\$310,086.83.
7. On 25 May 2022 the Plaintiff instructed the Defendant to transfer US\$200,000 from the trust funds to his United States' attorneys, Kidd Defence PLLC. The Plaintiff made a transfer, but only in the sum of US\$9,970.
8. On 2 June 2022 the Plaintiff instructed the Defendant to transfer the entirety of the Trust Monies to Kidd Defence PLLC. No transfer was made.

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9. Following repeated demands from the Plaintiff and his attorneys, further transfers were subsequently received from the Defendant as follows:
  - a. US\$135,000 in June 2022; and
  - b. US\$70,000 in November 2022.
10. Notwithstanding further demands for payment of the remaining Trust Monies, as at the date of this Writ no further payment has been made. In circumstances where the Trust Monies have not been returned upon demand it is to be inferred that the Defendant has, in breach of trust, applied some or all of the Trust Monies for its own purposes.
11. In the premises the Defendant is liable to return the remaining Trust Monies in the sum of US\$105,086.30 to the Plaintiff.
12. Furthermore, by reason of the Defendant's failure to return the Trust Monies promptly upon demand, the Plaintiff was deprived of their use. He was therefore required to resort to obtaining a partner in respect of a planned real estate investment in Romania which would otherwise have been funded from his own resources.
13. By reason of the Defendant's breach of trust, the Plaintiff's interest in the project was diluted, his profit reduced, and he was exposed to additional expenses which he would not have incurred had he had access to the Trust Monies. The Defendant is liable to compensate the Plaintiff in respect of the said losses.
14. The Plaintiff further claims contractual interest (as agreed by the Defendant by email dated 30 September 2022) on all Trust Monies at the rate of 5.5% per annum from 1 July 2022 until the date of payment, alternatively pursuant to section 34 of

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the Judicature Law and/or the equitable jurisdiction of the Court from the date of this writ until judgment or sooner settlement at the rate of 2.375% per annum.

**AND THE PLAINTIFF** claims:

- (1) US\$105,086.83;
- (2) Equitable compensation to be assessed;
- (3) such further orders, accounts, inquiries and declarations as shall be necessary or appropriate in order to fully compensate the Plaintiff for the Defendants breach of duty;
- (4) Interest as aforesaid; and
- (5) Costs

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$105,086.83 (in addition to interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated 18th October 2023

*Walkers (Cayman) LLP*

**WALKERS (CAYMAN ) LLP**

Attorneys At Law for the Plaintiff

**THIS WRIT** was issued by Walkers (Cayman) LLP, Attorneys at Law, of 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands for the Plaintiff whose address for service is care of its Attorneys-at-Law.

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DEFENDANT

**ACKNOWLEDGEMENT 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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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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State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes

no

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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) \_\_\_\_\_

[Attorney] for

[Defendant in person]

Address for service:

**Please complete overleaf**

**THIS WRIT** was issued by Walkers (Cayman) LLP, Attorneys at Law, of 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands for the Plaintiff whose address for service is care of its Attorneys-at-Law.

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**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.

Walkers (Cayman) LLP  
Attorneys at Law  
190 Elgin Avenue  
George Town, Grand Cayman, KY1-9001  
  
FAO Nicholas Dunne

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

**THIS WRIT** was issued by Walkers (Cayman) LLP, Attorneys at Law, of 190 Elgin Avenue, George Town, Grand Cayman, KY1-9001, Cayman Islands for the Plaintiff whose address for service is care of its Attorneys-at-Law.

### DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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 Courts Office, PO Box 495GT, George Town, Grand Cayman.

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.

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

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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**

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### Notes for Guidance

Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Court's office.

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.

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*)".

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.

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.

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.

Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.

A Defendant acting in person may obtain help in completing the form at the Court's office.

This Writ of Summons is filed by Walkers (Cayman) LLP, Attorneys at Law, 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands for the Plaintiff whose address for service is care of said Attorneys at Law.  
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