

IN THE GRAND COURT OF THE CAYMAN ISLANDS

158
CAUSE NO: OF 2002 ✓

BETWEEN:

HUNTER & HUNTER, ATTORNEYS-AT-LAW

Plaintiff

AND

SUSIE DIANE MCKINLEY

Defendant

WRIT OF SUMMONS

TO: Susie Diane McKinley
Bamboo Bay
Cayman Brac
Grand Cayman

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 495GT, Grand Cayman, 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 28th day of February 2002.

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 a law firm, whose principal place of business is located at 75 Fort Street, George Town, Grand Cayman.
2. The Defendant is an individual who resides at Bamboo Bay, Cayman Brac, Grand Cayman.
3. On or about the 15th of March 1999, the Defendant engaged the services of the Plaintiff to represent her before the Grand Court Cause No. 60 of 1997 in respect of an ongoing land dispute. The Plaintiff firm and the Defendant agreed, either expressly or impliedly, that the engagement was on the following terms:
 - a. The Plaintiff would provide legal services and to the Defendant in the stated proceeding;
 - b. The Plaintiff would render invoices for such services based on the time expended on the matter at the billable rates of the attorneys engaged on the file;
 - c. The Defendant would promptly pay invoices upon rendering;
4. The Plaintiff did provide legal services and incur expenses on the behalf of the Defendant and did render invoices for such services as follows:

Invoice Number	Invoice Date	Amount of Invoice
9531	24 Sept 1999	CI\$13,248.11
15146	25 October 2000	<u>CI\$ 1,165.50</u>
		CI\$ 14,413.61

5. Despite numerous Reminder Notices sent to the Defendant, outstanding debts have not been satisfied.
6. On February 14, 2002, the Plaintiff sent to the Defendant demand letter regarding the outstanding accounts, and requested full and final settlement within 10 days. To this date, the Defendant has not settled the accounts or contacted the Plaintiff with an alternate proposal.
7. Wherefore, the Defendant is indebted to the Plaintiff for legal services and disbursements in the amount of CI\$13,248.11 and CI\$1,165.50 (Total of CI\$14413.61), plus interest, fees and costs.
8. As of the date of this commencement of this proceeding (1 March 2002) the sum of CI\$2050.79 has accrued in interest for which the Defendant is liable calculated at the rate as prescribed by the Judicature Law (as amended) and regulations and rules thereto. The interest calculation is as set out in the schedule to this Statement of Claim.

9. As a result of the above, the Plaintiff is entitled to the relief claimed.

AND THE PLAINTIFF CLAIMS

1. Principal in the amounts of CI\$13,248.11 and CI\$1,165.50 (Total of CI\$14413.61) and in respect of the above-pleaded unpaid accounts;
2. CI\$2050.79 Pre-judgment and post-judgment interest as of the date of commencement of this proceeding (1 March 2002) upon the said damages pursuant to the Judicature Law (1995 Revision)
3. Pre-judgment and post-judgment interest from 2 March 2002 upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as prescribed from time to time; and
4. Costs as taxed.



Hunter & Hunter
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service

Hunter & Hunter, Attorneys-at-Law
The Huntlaw Building
75 Fort Street
P.O. Box 190 GT,
George Town, Grand Cayman
Ref: WAS/02356.666

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$ 14413.61 as principal and as CI\$2050.79 interest until the issue of the writ of summons for a total amount of CI\$16,464.40. The fixed costs are CI\$500.00 and the costs of issuing the writ of summons is CI\$194.14 (CI\$150.00 + CI\$44.14 ad valorem). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs 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. If no payment is made, the Plaintiff elects to have costs taxed.

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest, during the period from 24 Sep 1999 to 31 Mar 2000 was 7.0 per cent per year;
- ii. The prescribed rate of interest, during the period from 01 Apr 2000 to 30 Nov 2001 was 6.25 per cent per year;
- iii. The prescribed rate of interest, during the period from 01 Dec 2001 to Present is 4.0 per cent per year;
- iv. The date from which interest accrues is from the date of the invoice rendered as set out in Paragraph 4 of the Statement of Claim and the Schedule to this Claim;
- v. The total interest claimed as at the date of the issue of the Writ is CI\$2,050.79
The amount of interest accruing each day following the issue of the Writ is CI\$01.78.

SCHEDULE

DATE	Invoice No.	Amount Due	Interest from 24 Sep 1999 to 31 Mar 2000 ¹	Interest from 01 Apr 2000 to 30 Nov 2001 ²	Interest from 01 December 2001 to Present ³	Grand Totals
24-09-99	9531	13,248.11	474.98	1,382.43	130.50	1,987.91
25-10-00	15146	1,165.50	-0-	31.40	11.70	43.10

Total on above invoices:

Interest from 24 Sep 1999 to 31 Mar 2000	CI\$ 474.98
Interest from 01 Apr 2000 to 30 Nov 2001	CI\$1,413.83
Interest from 01 Dec 2001 to 1 March 2002	<u>CI\$ 161.98</u>
	<u>CI\$2,050.79</u>

¹ 7.00% per annum in accordance with The Judgement Debts (Rates of Interest) Rules 2000

² 6.25% per annum in accordance with The Judgement Debts (Rates of Interest) Rules 2000

³ 4.50% per annum in accordance with The Judgement Debts (Rates of Interest) Rules 2001

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, 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 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.

BETWEEN:

HUNTER & HUNTER, ATTORNEYS-AT-LAW

Plaintiff

AND

SUSIE DIANE MCKINLEY

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

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.

Hunter & Hunter Attorneys-at-Law 75 Fort Street P.O. Box 190 George Town Grand Cayman Ref: WAS/02356.666 Attention: Ward Sykes

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

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