

IN THE GRAND COURT OF THE CAYMAN ISLANDS

779  
CAUSE NO: OF 2002

BETWEEN:

HUNTER & HUNTER, A FIRM

Plaintiff

AND

RAY MCLAUGHLIN

Defendant

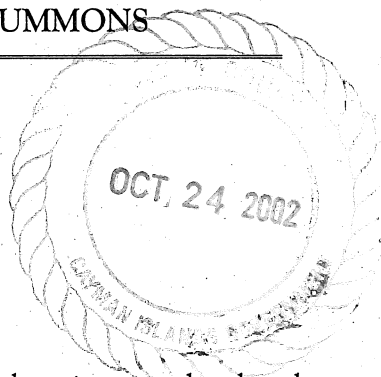


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WRIT OF SUMMONS

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TO: Ray McLaughlin  
C/o Island TV  
P.O. Box 46 Savannah  
Grand Cayman, 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 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      day of October 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 PO Box 190 GT, 75 Fort Street, George Town, Grand Cayman.
2. The Defendant is an individual who resides in Grand Cayman, Cayman Islands.
3. On the 25 August 1999, the Defendant engaged the services of the Plaintiff to represent him in respect of an ongoing Divorce and Matrimonial matter before the Grand Court Cause No. D103 of 1990. 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 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 on 19 November 2001, an account to the Defendant in the sum of CI\$3,837.25 (US\$4,679.57) legal fees of which the whole balance remains unpaid
5. Despite numerous Reminder Notices sent to the Defendant, an outstanding amount on the invoice has not been satisfied and is presently in arrears in the amount of CI\$3,837.25 (US\$4,679.57).
6. On 3 May 2002, the Plaintiff sent to the Defendant a formal demand letter regarding the outstanding accounts, and requested full and final settlement within 10 days.
7. On 19 June 2002, a Plaint was issued in Summary Court against the Defendant (Cause No. SC 209 of 2002) for legal fees in the amount of CI\$2,000 with reservation of the right to claim the balance of CI\$1,837.25 in subsequent proceedings. On 19 July 2002 a Default Judgment was sealed by the Summary Court for CI\$2,000.00 with fixed costs of CI\$200.00.
8. On 2<sup>nd</sup> September 2002, a Summons was heard for the Plaintiff to get off the Record on Cause No. D103 of 1990.

9. To enforce the Judgment, a Exparte Originating Summons was issued on 5 September 2002 to remove the Judgment from Summary Court to Grand Court and stay all further proceedings in the Summary Court and is scheduled to be heard on 12 November 2002.
10. To this date, the Defendant has not settled the accounts or contacted the Plaintiff with an alternate proposal.
11. As a result of the above, the Plaintiff is issuing this Statement of Claim for the full amount:
  - a) Wherefore, the Defendant is indebted to the Plaintiff for legal services and disbursements in the amount of CI\$3,837.25 plus interest and fees.
  - b) Legal costs to the date of commencement of this proceeding, inclusive of preparation of the Writ of Summons and Statement of Claim is CI\$857.72 (US\$1,046.00).

**AND THE PLAINTIFF CLAIMS:**

1. Principal in the amounts of CI\$3,837.25 (US\$4,679.57) in respect of the above-pleaded unpaid account;
2. Legal costs to the date of commencement of this proceeding, inclusive of preparation of the Writ of Summons and Statement of Claim is CI\$857.72 (US\$1,046.00)
3. Pre and post Judgment Interest from 03 May 2002 in accordance with the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as amended.
4. Costs as taxed.

*Hunter & Hunter*

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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  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
  
Ref: DS/07707.666

## INDORSEMENT

The amount claimed in respect of the debt is CI\$3,837.25 (US\$4,679.57) as principal and CI\$73.30 interest and costs to be assessed. 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, interest and the costs of issuing the writ of summons (CI\$857.72), 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.

### INDORSEMENT REGARDING INTEREST

(Order 6 (2) (e) of the Grand Court Rules)

- i. The prescribed rate of interest during the entire relevant period from 24 October 2001 is 4.25%;
- ii. The total interest claimed as at the date of the issue of the writ of summons is CI\$77.30.
- iii. The amount of interest accruing each day following the issue of the writ of summons is CI\$.4468 per day.

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, A FIRM

Plaintiff

AND

RAY MCLAUGHLIN

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.

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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

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 GT  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
Ref: DS/07707.666

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

