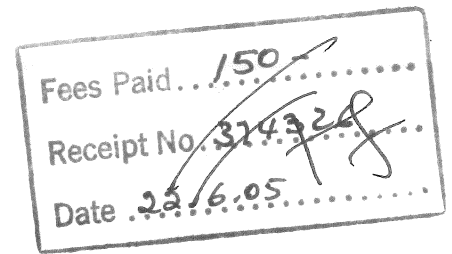


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN



CAUSE No. 286 of 2005 ✓

**BETWEEN**

**BROOKS & BROOKS (A firm)**

**PLAINTIFF**

**AND**

**LEROY PEART**

**DEFENDANT**

**WRIT OF SUMMONS**

**TO: LEROY PEART**  
P.O. Box 873  
George Town  
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 attached 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 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this      day of JUNE, 2005

**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 herein, unless renewed by the order of the Court.

**IMPORTANT:** Directions for Acknowledgment of Service are given with this form.

## STATEMENT OF CLAIM

1. The Plaintiff is a legal firm who practices law in the Cayman Islands.
2. The Defendant, Leroy Peart, is an individual residing in Grand Cayman, Cayman Islands, and at the material time was a client of the Plaintiff
3. On or about the 11<sup>th</sup> November 2003 the Defendant requested representation in a land dispute matter, in which he was the Defendant in the cause and the Plaintiff agreed to so act on the Defendant's behalf.
4. The Defendant was informed and agreed at the consultation that he would be responsible for the legal fees related to the Plaintiff services and any other related fees in representing him in the said matter. He was required to make a retainer deposit of CI\$1500.00, however on the 6<sup>th</sup> January 2004 he only paid \$1000.00 towards his retainer with the promise to deposit the balance at the end of the next week. However, the Defendant never made any further deposit on his account.
5. The Plaintiff carried out extensive work on the Defendant's matter and on the 4<sup>th</sup> March 2004 issued to him personally an interim bill to the Defendant for professional services rendered and disbursements of CI\$2038.50. However, the amount owing was CI\$1038.50 after the CI\$1000.00 retainer deposit was deducted from the sub-total. The Defendant made no payment on this bill.
6. On the completion of his civil matter a detail bill was issued to the Defendant on 11<sup>th</sup> March 2004, for the sum of CI\$2855.32 and the amount due to the Plaintiff after deducting the retainer was CI\$1855.32.
7. It was an expressed term of the agreement that the all bills would be settled upon receipt and in the event that the bills are not settled within 30 days a 10% per annum charge will be made on all amounts outstanding in excess of one month.
8. It was also an expressed term of the agreement that CI\$20.00 will be levied on all returned cheques. Both terms was also endorsed at the bottom of each bill issued to the Defendant.
9. The Plaintiff made several request of the Defendant to settle his account. Letter was sent to the Defendant demanding payment and indicating the accrued interest to-date. Demand letter was sent out on the 14<sup>th</sup> April, 2004, 3<sup>rd</sup> May 2004, 20<sup>th</sup> May 2004 and 18<sup>th</sup> June 2004.
10. On or about the 23<sup>rd</sup> July 2004 the Defendant's secretary made a payment by cheque of CI\$400.00 to the Plaintiff and on 29<sup>th</sup> July 2004 Cayman National Bank returned the cheque to the Plaintiff. The Defendant was informed on 30<sup>th</sup> July, 2004 that his

cheque was returned 'refer to drawer' and that he should immediately settle his account and the return cheque fee.

11. The Defendant has to date refused to settle his outstanding debt to the Plaintiff. A final notice letter was sent to the Defenadnt on 31<sup>st</sup> March 2005.
12. As a result of the said breach of the agreement by the Defendant to settle his account the Plaintiff has suffered loss in that it has not been paid the funds outstanding to it.
13. As at the date the commencement of this proceedings 22<sup>nd</sup> June 2005, total owing plus interest is CI\$ 2006.35

**AND THE PLAINTIFF** claims;

- 1) Principal amount outstanding as at 22<sup>nd</sup> June 2005 CI\$ 2006.35
- 2) Interest at the agreed rate of 10% per annum which is accruing at approximately \$0.55 per day until the date of payment
- 3) Legal fees and cost
- 4) And further or other relief as this Honourable Court deems just.

Dated this *22nd* day of June 2005

*Brooks & Brooks*

**BROOKS & BROOKS**

Attorneys at Law for the Plaintiff

**NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of CI\$2006.35 plus cost of CI \$500.00 and disbursements of CI\$ 200.00 (total CI\$2706.35) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys at Law.**

**THIS WRIT OF SUMMONS** was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys One Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

## FORM 8

### Acknowledgement of Service of Writ of Summons Rule (O.12 r.3)

#### DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

#### **IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY**

1. The accompanying form of *Acknowledgement 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 signed by the Defendant and his Attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, 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 acknowledgment of 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 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 money by instalments or otherwise.

*See over notes for guidance*

*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.

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

**Brooks & Brooks  
Attorneys-at-Law  
One Artillery Court  
Shedden Road  
George Town  
Grand Cayman**

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