

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: **547**  
OF 2006

BETWEEN:

APPLEBY HUNTER BAILHACHE, A FIRM

Plaintiff

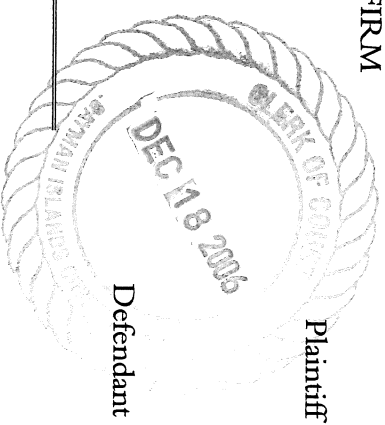
AND

CAMILO SOLER

Defendant



WRIT OF SUMMONS



TO: CAMILO SOLER  
#30 A Locus Lane, Northward  
P.O. Box 1659  
Grand Cayman, KY1-1109  
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 14<sup>th</sup> day of December 2006.

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 at #30 A Locus Lane, Northward Grand Cayman, Cayman Islands with a mailing address of P.O. Box 1659, Grand Cayman, KY1-1109, Cayman Islands.
3. In or about June 2004, the Defendant engaged the services of the Plaintiff to assist him in divorce proceedings in Cause No D2 of 2003. The Plaintiff firm and the Defendant agreed, either expressly or impliedly, that the engagement was, *inter alia*, 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; and
  - c. The Defendant would promptly pay invoices upon rendering.

4. The Plaintiff did provide legal services and incurred expenses on the behalf of the Defendant.

5. On 29 November 2004, the Plaintiff rendered the first invoice, which was paid in part. Thereafter, the following invoices were rendered and paid as indicated below:

Date	Invoice	Amount	Owing
29 Nov 2004	53977	\$2592.25	\$316.78
24 Mar 2005	56372	\$2959.64	\$2,959.64
2 May 2005	58284	\$5,163.03	\$0.00
26 July 2005	59802	\$1,564.75	\$1,564.75
20 Dec 2005	63803	\$1,131.25	\$1,131.25
29 Dec 2005	63912	\$472.50	\$0.00
		Total owing as at 14 December 2006	\$5,972.42

6. Partial payments were received by the Plaintiff from the Defendant on this account on various dates as shown on the chart in paragraph 5 above. Despite numerous demands made by the Plaintiff to the Defendant, no further payments have been received by the Plaintiff on the Defendant's account since 15 November 2005. The balance outstanding on the account as at that date is US\$5,972.42.

7. The balance outstanding on the account as at the date of filing this Statement of Claim is US\$5,972.42.
8. Therefore, the Defendant is indebted to the Plaintiff for legal services and disbursements in the amount of US\$5,972.42 plus costs of this proceeding and interest in accordance with the Judicature Law (2006 Revision).
9. As a result of the above, the Plaintiff is entitled to the relief claimed.

**AND THE PLAINTIFF CLAIMS:**

1. Principal in the amount of US\$5,972.42 in respect of the above-pleaded unpaid account;
2. Pre-Judgment Interest in the amount of US\$432.92 from 29 December 2004 (30 days after the first invoice was rendered) in accordance with the Judicature Law (2006 Revision) and the Judgment Debts (Rates of Interest) Rules as amended ;
3. Post-Judgment Interest in accordance with the Judicature Law (2006 Revision) and the Judgment Debts (Rates of Interest) Rules as amended; and
4. Costs as taxed or as may be agreed.

*Appleby Hunter Bailhache*

Appleby Hunter Bailhache  
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service

Appleby Hunter Bailhache Attorneys-at-Law The Clifton House 75 Fort Street P.O. Box 190 GT Grand Cayman Tel: 949-4900 Fax: 949-4901 Ref: CJJ/SH/10380.666
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## INDORSEMENT

The amount claimed in respect of the debt is US\$5,972.42 as principal and US\$432.92 interest with 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\$200.00)(US\$243.90), 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 relevant period from 29 December 2004 is 3% per annum to 1 July 2006. The prescribed rate of interest during the relevant period from 2 July 2006 to 14 December 2006 is 7.25% per annum.
- ii. The total interest claimed as at the date of the issue of the Writ of Summons is US\$432.92.
- iii. The amount of interest accruing each day following the issue of the Writ of Summons is US\$1.67 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.

B E T W E E N :

APPLEBY HUNTER BAILHACHE, A FIRM

Plaintiff

AND

CAMILO SOLER

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 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)
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).

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.

Appleby Hunter Bailhache  
Attorneys-at-Law  
75 Fort Street  
P.O. Box 190 GT  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
Ref: CJJ/SH/10380.666

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

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