

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 181 OF 2015

BETWEEN: TURNERS (a firm)

PLAINTIFF

AND: JAMES CHAPMAN

DEFENDANT



WRIT OF SUMMONS

TO: JAMES CHAPMAN P.O. Box 742, Grand Cayman KY1-1303, 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 KY1-1106, 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.

Issued this 13th day of October 2015.

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.

PARTICULARS OF CLAIM

1. The Plaintiff is a firm which at all material times carried on business as attorneys of the Grand Court of the Cayman Islands.
2. In or around January 2013, the Defendant contacted the Plaintiff, requesting legal advice and assistance in relation to a partnership dispute.
3. The Plaintiff entered into an agreement with the Defendant to provide such advice and assistance, subject to the terms of an agreement being contained in the Plaintiff's standard letter of retainer dated 30 January, 2013, signed and returned to the Plaintiff firm by the Defendant on 1 February, 2013.
4. The Plaintiff firm's standard terms of business incorporate express terms which provide, amongst other things, that payment would fall due within 30 days of receipt of an interim or final invoice; and contractual interest at the rate of 6% per annum ("the Contract Rate") would accrue on invoices outstanding after 60 days.
5. The Plaintiff delivered the following final invoice to the Defendant:

Invoice 6823 dated 3 June 2014 in the sum of US\$95,811.77 which remains wholly outstanding despite reminders from the Plaintiff.
6. The Defendant is indebted to the Plaintiff in the principal sum of US\$95,811.77.
7. The Defendant has not stated any grounds upon which the Plaintiff's invoice is disputed

8. The Defendant has failed to make payment of the outstanding invoice despite reminders and a formal letter of demand from the Plaintiff dated 6 August 2015.
9. Therefore, the Defendant has not discharged the debt owing to the Plaintiff and the Defendant is indebted as at 12 October September 2015 in the principal sum of US\$95,811.77.

AND THE PLAINTIFF claims

1. The sum of US\$95,811.77 in respect of the outstanding invoice.
2. Interest at the Contract Rate of 6% for the period from 3 June 2014 to 12 October 2015, amounting to US\$7811.95, together with further interest at the Contract Rate in accruing on a daily basis at the rate of US\$15.75 per day until the date of judgment.
3. Alternatively, such other damages and/or interest as the court considers just.
4. Costs.
5. Such further or other relief as this Honourable Court deems just.

DATED this 13th day of October 2015



TURNERS
Attorneys-at-Law as the Plaintiff

THIS WRIT was issued by Turners, Attorneys-at-law as the Plaintiff whose address for service is Strathvale House, 90 North Church Street, George Town, Grand Cayman, Cayman Islands.