



**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**Cause No. 59 of 2021**

**BETWEEN:**

**McGRATH TONNER (a firm)**

**PLAINTIFF**

**AND**

**MICHELLE INGRAM**

**DEFENDANT**

**WRIT OF SUMMONS**

TO: Michelle Ingram  
Unit 1, Town Hall Courts  
345 Town Hall Road  
West Bay  
PO Box 9184 GT  
Grand Cayman KY1-1105  
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, 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 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        day of March 2021

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.

## STATEMENT OF CLAIM

1. The Plaintiff is a firm of attorneys that provides legal services.
2. The Defendant engaged the Plaintiff to represent her interests in a claim for damages for personal injury. The said engagement is evidenced by an Attorney-Client Contract dated and signed on 13<sup>th</sup> March 2017 and was subject to the terms therein (the 'contract').
3. The said engagement came to an end when the Defendant on or about 23<sup>rd</sup> May 2019 terminated the engagement in writing and instructed other attorneys in relation to her said personal injury claim.
4. By the express terms of the contract the Defendant is liable to pay to the Plaintiff its legal fees, costs and expenses as per clauses 4, 5, 6, 9 and 12.
5. The said clauses (so far as are relevant to this claim) provide as follows:

### 4. LEGAL FEES

The Firm's fees shall be such sums as represent a fair and reasonable fee to both the Firm and to the Client having regards to:

- (a) The complexity of the matter or the difficulty or the novelty of the questions raised;
- (b) The skill, labour and specialised knowledge and responsibilities involved;
- (c) The time spent on the business;
- (d) The number and importance of the documents prepared or perused without regard to length;
- (e) The place where and the circumstances in which the business or any part thereof is transacted;
- (f) The time at which services are provided and in particular where services are provided outside normal business hours;
- (g) The amount or value of any money or property involved;
- (h) The importance of the matter to the client.

One of the factors involved in the calculation of a fair and reasonable fee is time spent. As a guide, under this head the firm's standard charge out rates for attorneys are:

	<u>KYD</u>	<u>USD</u>
Managing Partner	\$600	\$731.71
Partner	\$550	\$670.73
Attorney more than 10 years call	\$450	\$548.78
Attorney between 5 and 10 years call	\$425	\$518.29
Attorney less than 5 years call	\$375	\$457.31
Articled Clerk	\$200	\$243.90
Para-legal	\$200	\$243.90

On 1st January next, and on each 1st January thereafter until the conclusion of the Firm's services, the prevailing hourly rates will be reviewed, and the Firm reserves the right to charge at any increased rates in force from time to time.

The Firm charges in minimum units of 0.1 hours.

## **5. COSTS AND EXPENSES**

In addition to paying legal fees, the Client shall reimburse the Firm for all costs and expenses incurred by the Firm, including, but not limited to, senior counsel's fees, process servers' fees, fees fixed by law or assessed by Courts or other agencies, Court Reporters' fees, telecopier/fax communications, telephone calls, courier charges, messenger and other delivery fees, postage, in-office photocopying, laser printing, investigation expenses, consultants' fees, expert witness fees and other similar items. The Client authorises the Firm to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in the Firm's judgment, unless one or both of the clauses below are initiated by the Client and the representative of the Firm.

- The Firm shall obtain the Client's consent before incurring any cost in excess of CI\$400.00/US\$500.00.
- The Firm shall obtain the Client's consent before retaining outside investigators, consultants, or expert witnesses.

## **6. INVOICES, STATEMENTS AND INTEREST ON OVERDUE AMOUNTS**

The Firm shall send the Client periodic invoices for fees and costs incurred. The Client shall become liable to pay (but may not be required to immediately discharge) the Firm's invoices upon receipt. Statements of account will normally be provided to the Client at the end of each calendar month but upon the Client's request, the Firm will provide an interim statement within 10 days. If amounts due to the Firm remain unpaid for a period of at least 30 days after a formal demand for payment, the Firm reserves the right to add simple interest at a rate of 1.0% per month to all overdue amounts.

## **9. CONCLUSION OF SERVICES**

When the Firm's services conclude, all unpaid charges shall become immediately due and payable. After the Firm's services conclude and upon payment of all outstanding fees, the Firm will, upon the Client's request, deliver to the Client all documents and other material loaned by the Client to the Firm for the purpose of that matter, along with any Client funds or property in the Firm's possession.

## **12. EFFECTIVE DATE**

This Contract will take effect when the Client has performed the conditions stated in Clause 1, but its effective date will be retroactive to the date the Firm first provided services. The date at the end of this Contract is for reference only. Even if this Contract does not take effect, the Client will be obligated to pay the Firm the reasonable value of any services the Firm may have performed for the Client.

6. By reason of the engagement coming to an end and by the operation of clause 9 as aforesaid the Defendant became immediately liable to pay to the Plaintiff the sums due to the Plaintiff by way of fees for the work carried out by the Plaintiff.
7. Further, and in any event the Plaintiff delivered to the Defendant on 3<sup>rd</sup> November 2020 (through her new attorneys) a statement of account dated 1<sup>st</sup> November 2020 and thereby

made demand for payment of the fees due and owing and alternatively sought written undertakings to ensure that the fees due to the Plaintiff will be discharged.

8. The Defendant has not discharged those fees whether by herself or by instructing any other person and has failed to provide the Plaintiff with any undertaking as to the discharge of those fees or to provide any date by which fees might otherwise be expected to be discharged.
9. In the circumstances the Plaintiff is entitled to and claims forthwith the sum of CI\$23,923.50 as invoiced and as contractually due and owing.
10. In the alternative the Plaintiff claims damages in the aforementioned sum or *quantum meruit* for the work done for the Defendant.
11. The Plaintiff is entitled to and claims interest on the aforesaid sum or on such damages and costs as may be awarded,
  - a. At the contractual rate pursuant to clause 6 of the said contract at 1% of the sum outstanding and due commencing from 3<sup>rd</sup> December 2020 and amounting to date to CI\$956.96 accruing at the rate of CI\$239.24 per calendar month and continuing from month to month until judgment or sooner payment, alternatively
  - b. Pursuant to section 34 of the Judicature Act (2021 Revision) at the prescribed rate or at such rate and for such period as the Honourable Court may deem fit.

**AND THE PLAINTIFF claims:**

- (a) The sum of CI\$23,923.50 as aforesaid, alternatively
- (b) Damages to be assessed or *quantum meruit*
- (c) Interest as aforesaid
- (d) Costs

McGrath Tonner

**McGrath Tonner (a firm)**

The Plaintiff

To: The Clerk of the Court

And to: The Defendant

**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 the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, 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**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**Cause No.            of 2021**

**BETWEEN:**

**McGRATH TONNER (a firm)**

PLAINTIFF

**AND**

**MICHELLE INGRAM**

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.

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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

no

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**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. 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.

McGrath Tonner  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman  
Ref. 14000-001

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

[Empty box for defendant's Attorney indorsement]