



IN THE GRAND COURT OF THE CAYMAN ISLANDS
 CIVIL DIVISION

CAUSE NO. OF 2022

BETWEEN:

John Gouldbourne

(as Administrator of the Estate of Lee Alexander Gouldbourne deceased)

Plaintiff

-AND-

James Kennedy (1)

Samson & McGrath (a firm) (2)

Defendants

WRIT OF SUMMONS

TO: James Kennedy c/o KSG Attorneys, Grand Cayman
 AND TO: Samson & McGrath, c/o McGrath Tonner, 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 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 495GT, 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 22st day of April 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 Acknowledgement of Service are given with the accompanying form.

Statement of Claim

1. The Plaintiff Estate was legally-aided from in or about 2011 to investigate/reverse thefts and misappropriation of Estate assets by Leeroy Noel Gouldbourne one of 3 sons of Lee Gouldbourne deceased. John Gouldbourne (son of Lee Gouldbourne) was granted Letters of Administration of the Plaintiff Estate on 11th October 2012.
2. The Second Defendant was the firm employing the attorneys holding the Legal Aid Certificate(s) to advise the Plaintiff Estate from 2011/12 to 2017. The Second Defendant was a firm, to the best of the Plaintiff’s knowledge and belief, until in or about March 2017 when it appears to have fractured into “McGrath Tonner Cayman Islands Law” and KSG Attorneys Ltd.
3. The First Defendant was an employed attorney with the Second Defendant and named in the Legal Aid Certificates from in or about 2014-2017. The First Defendant advised the Plaintiff in writing dated 24th March 2014 that: *“The bottom line here is we have a strong case for the \$235,000 and also for the West Bay property.....”*.

4. Legal proceedings G 0207 of 2014 were issued by the Defendants on behalf of the Plaintiff seeking recovery of *inter alios* “the West Bay property” known as West Bay North West, Block 4E, parcel 581, being beneficially owned by the Estate but from 2008 misappropriated by Leeroy Gouldbourne who had managed to have himself registered as its legal owner.
5. In the premises it was an implied term of the Defendants acting for the Plaintiff, and it was the duty of the Defendants that they would exercise all due care, skill and diligence in and about the prosecution of the said claim and proceedings including securing the subject matter of the litigation (including Parcel 581) so that an eventual judgment to recover same would not be rendered nugatory.
6. Further the Plaintiff will refer to its written instructions to the Defendants set out in its letters dated: 8 January 2016, 10 July 2016, 30 January 2017 and 4 December 2017 expressly instructing them to secure Parcel 581 by way of a Caution or otherwise to block its being sold.
7. In breach of the said instructions and in negligent breach of the implied terms aforesaid nothing was done to seek to secure parcel 581 until a Caution was applied for by Mr. Ben Tonner of McGrath Tonner, the then-named Legal Aid attorney for the Plaintiff, in October 2017 when it was known, or ought to have been known, that parcel 581 had been sold by transfer dated 20th July 2016 registered 16th August 2016.
8. Grand Court Cause No G0207 of 2014 concluded in May 2021 by Order of the Honourable Mrs. Justice Carter filed 13th May 2021, and by paragraph 3 thereof:

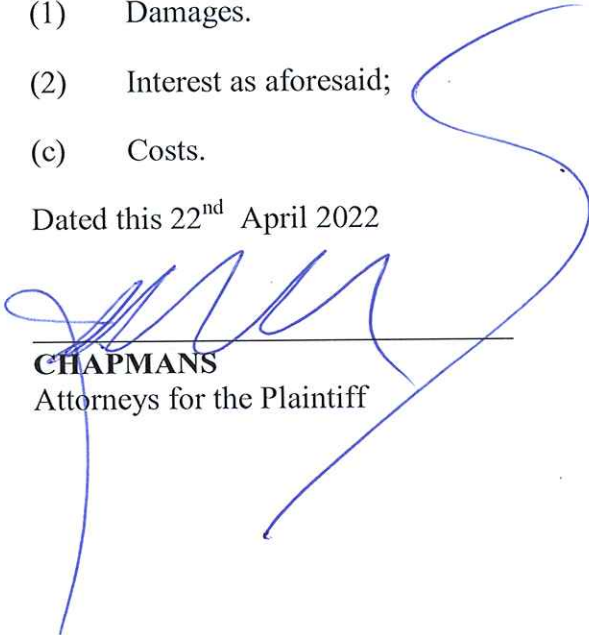
“The transfer of land, Registration Section, West Bay North West, Block 4E, Parcel 581 from the Deceased to the Defendant [Leeroy Noel Gouldbourne].
9. But for the negligence and breach of instructions by the Defendants aforesaid prior to the sale of parcel 581 in 2016 the Plaintiff Estate would now, pursuant to the said Order of 13th May 2021, be the registered legal owner of parcel 581.
10. By reason of the matters aforesaid the Plaintiff has suffered loss and damages and been deprived of the said parcel and is entitled to damages in the amount of the current market value of the parcel it would have obtained but for the failure to secure it as the subject matter of the litigation.

11. Further the Plaintiff is entitled to interest pursuant to statute from such date and at such rate as may be just.

AND the Plaintiff claims:

- (1) Damages.
- (2) Interest as aforesaid;
- (c) Costs.

Dated this 22nd April 2022



CHAPMANS
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS was issued by CHAPMANS, Attorneys for the Plaintiff, whose address for service is: Commonwealth House, PO Box 742, 81 West Church St, West Bay, Grand Cayman KYI-1303 (jchapman@chapmanslegal.com)

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 installments or otherwise.

Notes for Guidance

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 authorized 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.

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Samson & McGrath (a firm) (2)

Defendants

**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.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

	yes	no
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

Service of the Writ is acknowledged accordingly

(Signed).....

Defendant / Attorney for the Defendant

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.

Chapmans
Commonwealth House
81 West Church St, West Bay,
Grand Cayman KY1-1303
Cayman Islands
jchapman@chapmanslegal.com

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