



IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION - CAUSE NO. G \_\_\_\_\_ OF 2024

BETWEEN: FACEY-CLARKE & ASSOCIATES LTD PLAINTIFFS  
AND: SAMUEL MARCUS MENZIES SMALL,  
(in his Capacity as the Sole Administrator of  
the Estate of the Late Fiona Chambers-Small) FIRST DEFENDANT  
AND: SAMUEL MARCUS MENZIES SMALL SECOND DEFENDANT

#### WRIT OF SUMMONS

To: Mr. Samuel Marcus Menzies Small  
27 West Lane, Off Pedro Castle Road  
PO Box 309, Grand Cayman  
KY1-1602, Cayman Islands  
T: 345 947 9330  
C: 345 525 0209  
Email: [selsam@candw.ky](mailto:selsam@candw.ky)

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 Fourteen days (14) 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, Grand Cayman KY1-1106, 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 4<sup>th</sup> day of June, 2024

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 was at all material times a company incorporated under the laws of the Cayman Islands, and carrying on the business of providing legal services under the Legal Practitioners Law.
2. The First Defendant is the Administrator of the estate of the late Fiona Natasha Chambers-Small (the Deceased).
3. The Second Defendant was at all material times the lawful husband of the Deceased.
4. The Plaintiff represented the Deceased in divorce proceedings against the Second Defendant from August 2019 up to the time of her death on Sunday 15<sup>th</sup> January, 2023.
5. The Deceased agreed in writing to pay legal fees to the Plaintiff at the rate of CI\$450.00 per hour plus filing fees and other expenses. At the time of her death, the Deceased owed the Plaintiff legal fees in the amount of CI\$31,688.50.
6. The Plaintiff and the First and Second Defendants entered into negotiations and on 9<sup>th</sup> May, 2024, the parties arrived at a settlement amount of CI\$25,000.00.
7. The settlement amount was agreed in emails dated 9<sup>th</sup> May 2024 wherein the Second Defendant in his personal capacity agreed to pay the Plaintiff CI\$25,000.00 in full and final settlement of all outstanding legal fees and expenses that was owed to the Plaintiff by the Deceased out of his personal account. The Plaintiff accepted that offer in an email dated 9<sup>th</sup> May, 2024.
8. The Second Defendant agreed to make payment in his personal capacity from his personal savings account from the United Kingdom. The Plaintiff accepted that offer in an email dated 9<sup>th</sup> May, 2024.
9. The Second Defendant promised in writing to transfer the said sum of CI\$25,000.00 from his UK account to his personal account at Butterfield Bank then into the Plaintiff's bank account at Butterfield Bank, Grand Cayman by 10<sup>th</sup> May, 2024.

10. The Second Defendant failed to pay the said sum into the Plaintiff's account at Butterfield Bank as promised, and to date the amount of CI\$25,000.00 remains due and owing.
11. The Second Defendant is in breach of the written agreement made on 9<sup>th</sup> May 2024 in that he failed to make payment as promised. He is therefore liable to the Plaintiff for the full amount plus interest and costs.
12. Alternatively, the First Defendant is in breach of his duties under the Probate and Administration Law and or the Succession Law in that he has failed to pay the just debts of the deceased that is due and owing to the Plaintiff.
13. The Plaintiff is entitled to, and claims interests pursuant to the Judicature Law on the amounts found to be due at such rate and for such period as the Court thinks fit.

AND THE PLAINTIFF CLAIMS:

- (i) The sum of CI\$25,000.00;
- (ii) Pre-Judgment and Post Judgment Interests; and
- (v) Costs

Dated this 4<sup>th</sup> day of June, 2024

*Facey-Clarke & Associates Ltd.*

Facey-Clarke & Associates, Ltd  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Facey-Clarke & Associates Ltd., Attorneys-at-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, George Town, Grand Cayman, email: mclarke@candw.ky. For service or delivery of documents please call (345) 917-6351

**Form No. 8****Acknowledgment of Service of Writ of Summons (O.12, r.3)****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 495G, George Town, Grand Cayman.

2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant 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 that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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 Acknowledgment of Service and return it to the Courts Office.

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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 the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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.



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AND: SAMUEL MARCUS MENZIES SMALL SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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

yes  no

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant 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

yes             no

Service of the Writ is acknowledged accordingly

(Signed).....  
Attorney for the Defendant or Defendant if in person

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.

Defendant in person: where the Defendant is acting in person, the Defendant must give the Defendant's post office box number and the physical address of the defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

Facey-Clarke & Associates Ltd.  
P.O. Box 2545  
Grand Cayman KY1-1104  
George Town, Grand Cayman  
(Tel: 345 917 6351)  
Email: [mclarke@candw.ky](mailto:mclarke@candw.ky)  
For service or delivery of documents please call (345) 917-6351 or email [mclarke@candw.ky](mailto:mclarke@candw.ky)

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