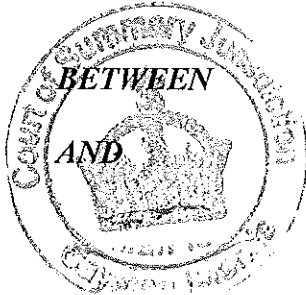


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

0049  
CAUSE NO. SC OF 2016



**MURRAY & WESTERBORG**

**PLAINTIFF**

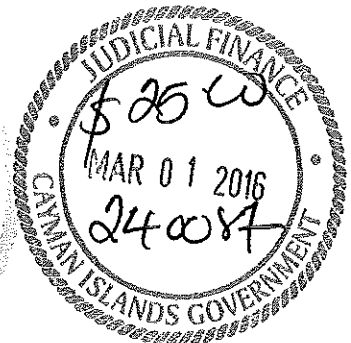
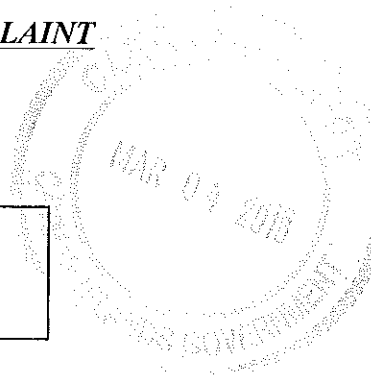
**DARLENE SEYMOUR-EBANKS**

**DEFENDANT**

PLAINT

To the Defendant

Darlene Seymour-Ebanks  
35 Marina Drive, Prospect  
Grand Cayman



THIS PLAINT 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 service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out *full particulars of your defence* in the space provided in the Acknowledgement of Service form.

*If you fail* to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for default Judgment without any further notice to you.

Issued this 4 day of March 2016

*See overleaf for particulars*

### *PARTICULARS OF CLAIM*

1. The Plaintiff is a firm of Attorneys-at-Law of the Cayman Islands with offices located on the Second Floor (South West Wing) of the Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.
2. The Defendant was at all material times a resident of Grand Cayman, Cayman Islands.
3. On or about the 2<sup>nd</sup> day of September 2011 the Defendant engaged the services of the Plaintiff in respect of divorce proceedings filed by her husband, Franklyn Millwood, being Cause FAM 171 of 2011.
4. It was a term of the said engagement that the Defendant would pay the Plaintiff's fees for all attendances and work done on behalf of the Defendant with respect to the instituting of the said proceedings.
5. The Plaintiff duly acted in the said proceedings and continued to provide such representation to the Plaintiff to its conclusion in the said Grand Court until on or about the 23<sup>rd</sup> day of January 2015, when the Plaintiffs services were terminated consequent on their demanding payment of outstanding fees from the Defendant.
6. In keeping with the terms of the engagement the Plaintiff duly provided fee-notes to the Defendant at the end of each month on which such work was done.
7. In breach of the terms of the said engagement the Defendant has failed, despite demands so to do, to pay to the Plaintiff the balance of fees due to the Plaintiff in respect of the representation provided to her.
8. That as of the 6<sup>th</sup> May 2014, the date of the Defendant's last payment on account of her fees, a sum of CI\$17,208.75 remains due and owing to the Plaintiff.


9. That the said sum continues to remain due and owing to the Plaintiff.

***AND THE PLAINTIFF CLAIMS:***

1. The sum of CI\$17,208.75
2. Costs

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$17,413.75 including costs further proceedings will be stayed. The money must be paid to the Plaintiff.

Dated this <sup>5<sup>th</sup></sup> day of March 2016.

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Karin M. Thompson

Plaintiff's address for service:

Karin M. Thompson The Second Floor Cayman Shipping Centre Building 10 Shipping Lane George Town Grand Cayman
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## Acknowledgment of service of Plaintiff

### DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

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 his Acknowledgment of Service that he intends to contest the proceedings *must also complete and serve the Particulars of Defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person) within 14 days of the time for acknowledging receipt of the Plaintiff, unless in the meantime a Summons for Judgment is served on the Defendant. The Plaintiff is at liberty to apply for Default Judgment against the Defendant if the Particulars of Defence are not filed and served within 14 days of the time for acknowledging receipt of the Plaintiff.
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 seek time to pay the claim or 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 or seeking time to pay, 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*

### *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 Plaintiff 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 Plaintiff)".
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 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.

**Please complete overleaf.**



**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

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Defendant's Signature

***REMINDER -***

This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.