

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. 0045 OF 2016



BETWEEN:

STACY THOMPSON

PLAINTIFF

AND:

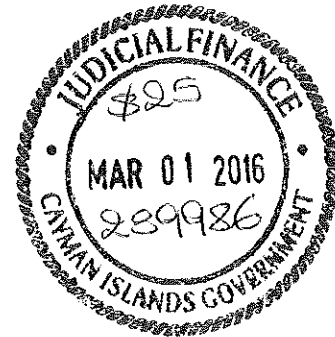
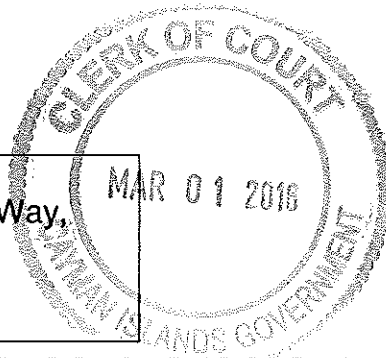
MARY JANE SCOTT

DEFENDANT

**PLAINT**

To the Defendant:

**Mary Jane Scott**  
112 Denham Thomson Way,  
George Town,  
Grand Cayman  
Cayman Islands



**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 **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein 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 Acknowledgment of Service form.

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

Issued this 23<sup>RD</sup> day of February, 2016

**See overleaf for particulars of the Plaintiff's claim**

## PARTICULARS OF CLAIM

1. The Plaintiff herein is licensed to practice as an Attorney at Law in the Cayman Islands and operates as a Sole Practitioner in offices located in George Town, Grand Cayman.
2. The Defendant is known to the Plaintiff as a member of the public who approached her to provide legal services in a family matter concerning removal of a child from the jurisdiction.
3. Further to the Plaintiff agreeing to provide the services, an engagement letter dated July 15, 2014 was prepared by the Plaintiff and delivered to the Defendant that same day via email for her review and signature. The Defendant returned the engagement letter to the Plaintiff duly signed the following day.
4. The engagement letter sets out, among other things, the following:
  - o Hourly rate for legal services is set at CI\$375.00
  - o Chargeable work includes advising, attending on Defendant, drafting and perusing pleadings, drafting and perusing correspondence, telephone calls, travelling and waiting time
  - o Interest on unpaid bills over 28 days chargeable at the rate of 1% compounded at monthly intervals
5. In default of the agreement between the parties, the Defendant failed or neglected to pay the Plaintiff a bill of costs for services dated November 28, 2014 and totalling CI\$7,925.00.
6. The bill of costs was first tendered to the Defendant on November 28, 2014. Subsequently, email correspondence was exchanged in February 2015 and March 2015 on arrangements to be made on payment. Representations were made that the amounts due would be paid in full on March 5, 2015 and various other dates from time to time, none of which dates saw fulfilment of the representations to satisfy the amounts due.
7. The Plaintiff obtained orders of the court dated March 4, 2015 granting leave to be removed from the record as representing the Defendant for reason of the non-payment and other issues raised in that application.
8. Despite the numerous correspondence, the Defendant unreasonably refuses to communicate with the Plaintiff on the matter of her outstanding bill. The Plaintiff is thereby convinced that these proceedings are necessary.

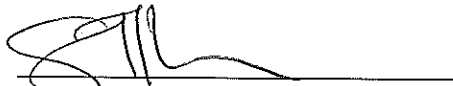
9. On November 30, 2015 a request was made by a third party, Mr Jason Blick, the Defendant's friend, on her behalf, for time to settle the bill. In response to that request for payment on terms the Plaintiff agreed with Mr Jason Blick, that the full invoice would be settled over a period of five months.
10. The correspondence with Mr Blick was copied to the Defendant and the Defendant is aware of the agreement made to satisfy her obligations to the Plaintiff.
11. In accordance with the agreement to pay, one payment of \$1,585.00 has been made on December 9, 2015; approximately 14 months after the sums were due. Thereafter, and despite the agreement made by Mr Blick, on January 19, 2016, the Plaintiff received an email which communicated that he would no longer make any payments on behalf of the Defendant and that he understands that the Plaintiff may have to take other steps to recover the amounts due and owing. That same day, January 19, 2016, the Plaintiff forwarded Mr Blick's message to the Defendant, apprising her of the circumstances. To date there has been no response and given the history, the Plaintiff does not believe that the Defendant will ever respond positively to take steps to settle her debt.
12. The Plaintiff also claims interest as provided for in the engagement contract which contains the provision for compound interest at the rate of 1% monthly.
13. The Plaintiff is dissatisfied with the position taken by the Defendant and that recourse must be made to this honourable court for redress. The Defendant offers no reasonable explanation for her failure and/or neglect to pay the Plaintiff.
14. The Defendant has the means to stand the cost of these proceedings and the relief requested.

**AND THE PLAINTIFF CLAIMS:**

1. The principal sum of CI\$6,340.00;
2. Interest on this sum in accordance with s 34 of the Judicature Law (2013 Revision) at the prescribed rate at the date hereof amounting to CI\$466.45 and continuing at the rate of CI\$1.08 per day;

3. Alternatively, contractual interest as at December 24, 2014 at the rate of 1% compounded monthly, amounting to CI\$1,367.62 as at the date hereof.
4. Fixed costs of \$225.00, alternatively, costs to be assessed.

Dated this 23<sup>rd</sup> day of February 2016



Stacy Thompson  
Plaintiff

THIS PLAINT is filed by Stacy Thompson, Attorney-at-Law on behalf of the Plaintiff, whose address for service is Unit 201 Elizabethan Square, George Town, Grand Cayman, P.O. Box 12133 APO, Grand Cayman KY1-1010, Cayman Islands. Tel 747 4279 E stacythompson@candw.ky

## INDORSEMENT

The amount claimed for breach of contract is CI\$7,925.00 for principle and CI\$1,367.62 as interest as at December 24, 2014 for a total outstanding of CI\$9,292.62. If the Defendant pays within the time for returning the Acknowledgement of Service this amount to the Plaintiff along with legal costs, service and filing fees, any further proceedings will be stayed.

## STATEMENT REGARDING INTEREST

### Contractual interest

1. Pre judgment and post judgment interest upon the principle sum is claimed at the rate of 1% compounded monthly on \$7,925.00 continuing until date of repayment.
2. This interest became due and payable as at December 24, 2014.
3. The total interest claimed to the 23<sup>rd</sup> day of February 2016 is CI\$ 1,367.62.

### Judicature Law (2013 Revision)

1. Pre judgment and post judgment interest is claimed upon the principle sum pursuant to the Judicature Law 2013 Revision.
2. The date on which interest became payable was December 24, 2014.
3. The total interest claimed to the 23<sup>rd</sup> day of February 2016 is CI\$466.45 and continuing at the rate of CI\$1.08 per day.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS  
IN CIVIL REGISTRY

CAUSE NO. OF 2016

BETWEEN: STACY THOMPSON PLAINTIFF

AND: MARY JANE SCOTT DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE**

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1. State the full name and address of the Defendant -

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

yes  no

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3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick appropriate box*)

yes  no

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4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

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Service of the Plaintiff is acknowledged accordingly

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Defendant's Signature

Dated this            day of            2016

See 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, P.O. Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

## 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 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 Particulars of Claim is indorsed on the Plaintiff (i.e. the words "Particulars 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 Particulars of Claim is not indorsed on the Plaintiff, the Defence need not be served until 14 days after a Particulars 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***

## 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 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 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 his 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.