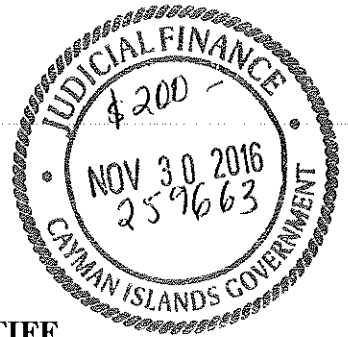


IN THE GRAND COURT OF THE CAYMAN ISLANDS



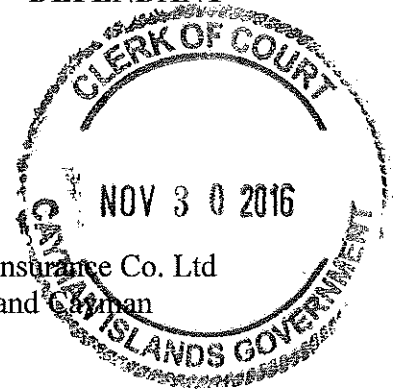
CAUSE NO. 227 OF 2016

**BETWEEN:           FACEY-CLARKE & ASSOCIATES           FIRST PLAINTIFF**  
**MARGETA FACEY-CLARKE                               SECOND PLAINTIFF**

**AND                   EILEEN MAUD BELL   DEFENDANT**



**WRIT OF SUMMONS**



TO: Ms. Eileen Maud Bell  
20 Florence Lane  
Boatswain Bay  
West Bay  
Grand Cayman

British Caymanian Insurance Co. Ltd  
Eastern Avenue, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named First 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 495G, 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 First plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 30<sup>th</sup> day of November, 2016

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 first plaintiff is a registered company under the laws of the Cayman Islands and was at all material times the attorneys representing the defendant in a personal injury matter in Grand Court cause number G175 of 2016.
2. The second plaintiff is a sole practitioner under the Legal Practitioners Law of the Cayman Islands and is the owner and director of the first plaintiff.
3. The defendant was at all material times a domestic helper on work permit from Jamaica and was injured in a motor vehicle accident on 24th March 2016.
4. By written agreement dated 27th April 2016, the defendant contracted the services of the first plaintiff to represent her in regards to the personal injuries she sustained in the above referenced matter in the Grand Court – G175/16.
5. The defendant agreed to pay legal fees to the first plaintiff and the first plaintiff commenced proceedings and prepared the case in good faith that the defendant would pay the legal fees and expenses as agreed.
6. On or around 17th November 2016, the first plaintiff informed the defendant of the outstanding legal fees which was approximately CI\$20,000.00 at that time.
7. On 18<sup>th</sup> November, 2016, during a meeting with the defendant, the first plaintiff informed the defendant of a “without prejudice” offer from the attorneys for British Caymanian Insurance Company (“BritCay”).
8. BritCay are the insurers for the driver of the vehicle that collided with the defendant on 24th March 2016 causing the defendant to suffer bodily injuries.
9. The first plaintiff informed the defendant that the “without prejudice offer” was inclusive of costs, interest, legal fees and expenses. The defendant informed the first plaintiff that she would not accept the offer and instructed the first plaintiff to continue to negotiate a higher settlement.
10. On those instructions, the first plaintiff continued to negotiate further out-of-court settlement with the attorneys for BritCay.
11. On 23rd November 2016, the first plaintiff received a letter dated 23<sup>rd</sup> November, 2016, addressed to Britcay, by email from the attorneys for BritCay. The said letter addressed to BritCay informed BritCay that the first plaintiff was no longer representing the defendant in Grand Court Cause No. 175 of 2016 and she would be representing herself going forward.

12. The defendant admitted to the First plaintiff that she made contact with BritCay and their attorneys during the time the first plaintiff was representing the defendant and whilst the first plaintiff was negotiating an amicable resolution of her case without knowledge of the first plaintiff. The conduct of the defendant adversely interfered with settlement negotiations between the first plaintiff and the attorneys for BritCay.
13. Since then communication has broken down between the parties. The first plaintiff is of the view that the defendant has no intention of paying her legal fees and expenses as requested.
14. The first plaintiff has made numerous phone calls and text messages to the defendant regarding the outstanding invoice to no avail.
15. On 1<sup>st</sup> October, 2016, the defendant borrowed the sum of US\$620.00 from the second plaintiff which the defendant used to pay for medical expenses unrelated to her injuries caused by the driver of the car that hit her down on 24<sup>th</sup> March, 2016.
16. The defendant agreed to pay the second plaintiff the said amount of US\$620.00 when she received settlement of her claim under Grand Court Cause No. G 175 of 2016.
17. The defendant has assured the second plaintiff that she will pay back the US\$620.00 but no payment has been made.
18. The total amount of legal fees, costs and expenses owing for representing the defendant in Cause No. G 175 of 2016 is CI\$27,601.00.
19. The defendant has promised to pay legal fees and expenses but to date no amounts claimed have been paid.
20. The defendant is in breach of the above mentioned written agreement dated 27<sup>th</sup> April, 2016.
21. The defendant is in breach of the above mentioned oral agreement made on 1<sup>st</sup> October, 2016.
22. As a result of the above breaches of contract, the first and second plaintiffs have suffered loss and damage.
23. The first and second plaintiffs claim interest pursuant to the Judicature Law on the amount found to be due at such rate and for such period as the Court thinks fit.

AND THE FIRST PLAINTIFF CLAIMS:

- (a) Damages in the amount of CI\$27,601.00
- (b) Per judgment and post judgment interest
- (c) Cost

AND THE SECOND PLAINTIFF CLAIMS:

- (a) Damages in the amount of US\$620.00 or CI\$508.40
- (b) Per judgment and post judgment interest
- (c) Cost

Dated this 30<sup>th</sup> day of November, 2016

*Facey-Clarke & Associates*

Facey-Clarke & Associates

Attorneys-at-Law for the first and second plaintiffs

To: The Clerk of Court

And to: Eileen Maud Bell  
20 Florence Lane, Boatswain Bay, West Bay  
Grand Cayman

And to: British Caymanian Insurance Company Ltd  
Eastern Avenue  
Grand Cayman

This Writ was issued by Facey-Clarke & Associates, Attorneys-at-law for the first and second plaintiffs herein whose address for service is that of his said Attorneys-at-law, Unit 119, Ground Floor, Elizabethan Square, George Town, Grand Cayman

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. \_\_\_\_\_ OF 2016

**BETWEEN:           FACEY-CLARKE & ASSOCIATES           FIRST PLAINTIFF**  
**MARGETA FACEY-CLARKE                               SECOND PLAINTIFF**

**AND:                   EILEEN MAUD BELL   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.

- 
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 First plaintiff (tick box)  
 yes    no
- 

Service of the Writ is acknowledged accordingly

(Signed).....  
Defendant (if in Person) or 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 first plaintiff's Attorney (or by first plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Facey-Clarke & Associates  
Barristers & Attorneys-at-Law  
P.O. Box 2545, Grand Cayman KY1-1104  
Unit 119, Ground Floor, Elizabethan Square,  
80 Shedden Road, George Town, Grand Cayman  
Cayman Islands, B.W.I.  
Email: [mclarke@candw.ky](mailto:mclarke@candw.ky)  
Tel: 345 946 8111 or 917 6351)

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