

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC *446* OF 2017



BETWEEN:

BROADHURST LLC

Plaintiff

-AND-

EAGLE ASSET INVESTMENTS LTD.

Defendant



PLAINT

**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 the service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, 61 Edward Street, George Town, Grand Cayman, Cayman Islands the accompanying Acknowledgement of Service 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 to 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 *22<sup>nd</sup>* day of February 2017

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

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

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is a limited liability company registered in the Cayman Islands and carrying on business as a law firm.
2. The Defendant is a limited liability company registered in the Cayman Islands.
3. On or about 8 August 2013, the Plaintiff entered into an agreement with the Defendant whereby the Plaintiff would provide legal services to the Defendant and invoice the Defendant for legal fees and disbursements and the Defendant would pay the amounts due under the invoices issued by the Plaintiff on the terms of those invoices (the "Retainer Agreement").
4. It was a term of the Retainer Agreement that interest will be charged on all amounts outstanding after 30 days at the rate of 1.5% compounding monthly until paid in full.
5. The Plaintiff performed legal services for the Defendant and issued the Defendant with invoices for legal fees and disbursements incurred under the Retainer Agreement.
6. The Defendant breached the Retainer Agreement by failing to pay all amounts due.
7. On or about 17 January 2017 the Defendant owed the Plaintiff CI\$1,301.08 (the "Debt") under the Retainer Agreement. The Debt is comprised of principal of \$750.00 and interest of CI\$551.08.
8. The Plaintiff made demand for payment of the Debt plus interest by letter dated 17 January 2017, sent from the Plaintiff to the Defendant.
9. The Defendant breached the Retainer Agreement by failing or refusing to pay the Debt.
10. In the circumstances the Plaintiff's claim is for the principal of CI\$750.00; interest to the date of demand of CI\$551.08; interest on the principal at the rate of 1.5% compounding monthly continuing from the date of demand until all sums outstanding under the Retainer Agreement are paid in full and costs.

**AND THE PLAINTIFF CLAIMS:**

- A. The Debt of CI\$1,301.08;

- B. Pre-judgment interest at the contractual rate of 1.5% compounding monthly from 18 January 2017 until the date of Judgment;
- C. Post-judgment interest at the contractual rate of 1.5% compounding monthly from the date of Judgment until payment in full;
- D. Costs;
- E. Such other relief as this Honourable Court sees fit.

Dated this 22<sup>nd</sup> day of February 2017



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**Broadhurst LLC**

Attorneys-at-Law for the Plaintiff

This Plaintiff is filed by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.

## INDORSEMENTS

### LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is CI\$1,476.08 and is made up as follows:

Principal:	CI\$750.00
Interest:	CI\$551.08
Fixed Costs:	CI\$150.00, or costs to be assessed
Filing Fee:	CI\$25.00

If, within the time allowed to return the Acknowledgement of Service, the Defendant pays the Plaintiff or its attorneys-at-law CI\$1,476.08 plus interest of \$0.38 per day from 18 January 2017 to the date of payment, further proceedings will be stayed.

### INTEREST

Compounding interest is claimed at the contractual rate of 1.5% pursuant to the Agreement signed by the Defendant.

Interest began to accrue under the Agreement on 31 December 2013. As at the date of demand, being 17 January 2017, the total interest claimed is \$551.08. Interest is continuing to accrue from the date of demand until the Debt is paid in full at the contractual rate of 1.5%, being \$0.38 per day.

### CURRENCY

All amounts referred to in this Plaintiff are in Cayman Islands Dollars.

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**OF 2017**

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Plaintiff

**- AND -**

**EAGLE ASSET INVESTMENTS LTD.**

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1. State Defendant's name and address-

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time on which to pay the claim?

Yes

No

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

**Service of the Plaintiff is acknowledged accordingly.**

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Defendant's Signature

Dated this            day of            2017  
**Please see overleaf**

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**PARTICULARS OF DEFENCE**

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(Here set out in numbered paragraphs the grounds upon which the Defendant says that she 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, 61 Edward Street, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.