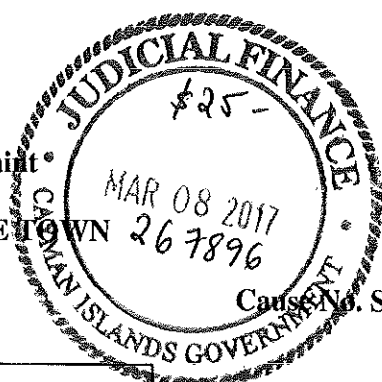


Plaint

IN THE SUMMARY COURT AT GEORGE TOWN



Cause No. SC 58 of 2017

BETWEEN:

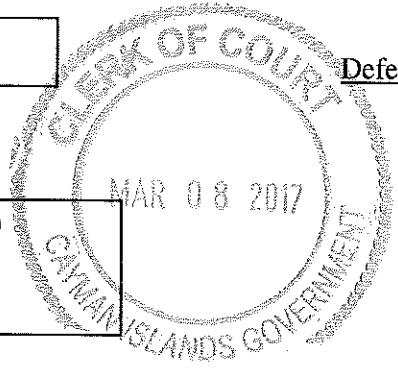
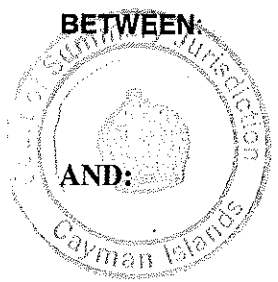
RICHARD DAVISON

Plaintiff

AND:

COLLAS CRILL

Defendant



To the Defendant

Floor 2, Willow House, Cricket Square, PO Box 709
Grand Cayman KY1-1107

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 Plaintiff 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 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 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 a **default judgment** without any further notice to you.

Issued this day of 20

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. The defendant is the merged practice of Collas Crill and Charles Adams Ritchie & Duckworth ("CARD"). The merged practice now practises under the name Collas Crill. Collas Crill has succeeded to the liabilities of CARD.
2. This claim relates to work that I did as a barrister. I was instructed by CARD in the case of *Ebanks v Cayman National Cultural Foundation*. I acted for the plaintiff, who had been very severely injured in an accident and who was claiming through his guardian ad litem, who was then Jenny Manderson. I was instructed by CARD on 12 March 2010. I was then a member of 12 King's Bench Walk chambers in the Temple, London.
3. I produced an Advice on Evidence dated 19 March 2010 and I subsequently, on 13 April 2010, advised further on the telephone.
4. Not long afterwards, the client (whose family were very difficult to deal with) moved his instructions to another firm.
5. I rendered fee notes promptly. These were in the total sum of GB£1,450. But they were not paid. On 9 June 2011, Ms Sharlee Henshaw of CARD told my fees clerk that payment was in hand and would be forthcoming very soon. But the fee was still not paid.
6. I became a judge on 1 February 2016 and from that date retired from practice as a barrister. It was at this point that I reviewed outstanding fees and discovered that this fee was one such. When I looked into it, I could see no good reason why it had not been paid. I therefore emailed the group managing partner of the defendant, Mr Jason Romer, seeking payment. On 10 November 2016, Mr Romer emailed me stating as follows:

"The costs of instructing you were, we understand, approved by the Receiver/Court and were to be taken out of funds received from one of the interim payments.

However, the file was transferred to another law firm before the payment reached CARD (I understand that it went through 3 or 4 legal firms in total). The matter was recently concluded at Court and a compensation payment of over \$6 million was awarded. I understand that CARD advised 12KBW that you would need to recover the money from the new law firm at the time.

As such, we consider that your fees should have been paid across to you from the law firm that was conducting the matter at the time that the payment was made"
7. To date, this is the only substantive response I have had.
8. For the reasons which follow, the response does not amount to a defence.

9. What Mr Romer has said is simply a repeat of what my clerks were told in 2011, namely that I should look to the client's Receiver or the firm most recently instructed on his behalf for my fees. My clerks, quite correctly, were not prepared to do so for the simple reason that I have no such right or obligation. It was CARD who instructed me and CARD (now Collas Crill) who are liable for the fees. I have no contractual right to look to anyone else for payment.
10. The real vice of the situation is that Collas Crill, of course, could claim my fees against the Receiver and then pay them over to me.
11. It is my understanding that they themselves have been paid. But they have chosen not to pay me, even though (a) they owe me the money and (b) they could obtain / could have obtained the money from the funds in the hands of the client's Receiver, (which is a legal right which I do not enjoy).
12. I claim interest at the rate of 0.02375% for the period from 22 April 2010 to 14 December 2016 (347 weeks) in the sum of £230.

I certify that on 13 December 2016 the exchange rate for GB pound to CI dollar was CI\$1.0459 to the pound.

AND the Plaintiff claims:

- 1 The sum of \$1,516.56.
- 2 Interest in the sum of \$240.56 calculated at the prescribed rate as set out above.
- 3 Costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

<p>Campbells – fao Kirsten Houghton Floor 4, Willow House, Cricket Square Grand Cayman KY1-9010, Cayman Islands</p>
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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 58 OF 2017

BETWEEN: RICHARD DAVISON PLAINTIFF
AND: COLLAS CRILL DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address -

2. State whether the Defendant intends to contest the action (*tick appropriate box*)
 yes no

3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)
 yes no

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

Service of the Plaintiff is acknowledged accordingly

Defendant's Signature

Dated this ____ day of _____ 2017

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).

Defendant's Signature

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

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

Campbells
Attorneys-at-Law
Floor 4, Willow House
Cricket Square
George Town
Grand Cayman KY1-9010
Ref: KAH

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

[Empty box for defendant's attorney indorsement]

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

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 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 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 installments 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 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 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.