

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 79 OF 2017

B E T W E E N:

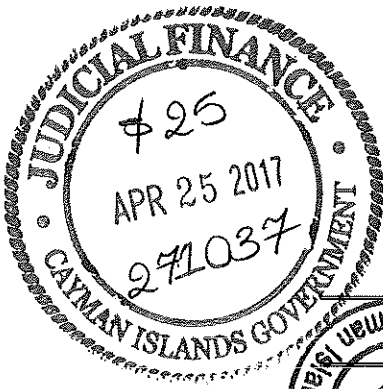
HSM CHAMBERS (A FIRM)

Plaintiff

AND

EMILY POWELL

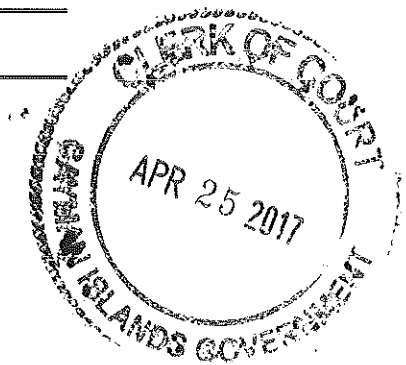
Defendant



PLAINT

TO:

Emily Powell
P.O. Box 655
Grand Cayman, KY1-1107
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. Box 495 GT, George Town, Grand Cayman, 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 Acknowledgment 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 25 day of April 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 655 Grand Cayman, KY1-1107, Cayman Islands.
3. On or around 14 January 2014, the Defendant signed an Engagement Letter for legal services, with attached Terms of Business (the "Engagement Letter"). The terms of the Engagement Letter were, *inter alia*, as follows:
 - a. That the Plaintiff would be acting on the Defendant's behalf in a suit by Andrae Ebanks.
 - b. That the Defendant would pay all invoices within 14 days of receipt;
 - c. That interest would accrue on all unpaid invoices at the rate of 10% per annum; and
 - d. That all cost including court costs and attorney's fees would be reimbursed by the Defendant on an indemnity basis if referred to an attorney for collection.
4. The Plaintiff provided legal services for the Defendant as requested in accordance with the Engagement Letter.
5. The Plaintiff sent to the Defendant an invoice numbered 4233976 on 11 January 2016 in the amount of US\$4,080.49, of which remains an outstanding balance of US\$2,379.30. Several emails were sent to Mr. Craig Powell (nominated by the Defendant as the primary point of contact for communication), between 1 November 2016 and 22 December 2016.
6. A second invoice, numbered 4242898, was sent to the Defendant on 22 December 2016, for additional legal services which were provided to the Defendant in December 2016, in the amount of US\$2,992.92. This invoice was accompanied by a letter dated 22 December 2016 which was sent to Mr. Powell's email address, requiring payment of the first invoice by 15 January 2017 and the second invoice by 31 January 2017. Both of these invoices remain outstanding and no substantive response has been received to date.

7. The Defendant defaulted on the terms of payment and as of the date of the commencement of this proceeding the Defendant owed to the Plaintiff the principal sum of US\$5,372.22. Interest on invoice 4233976 continues to accrue at the rate of US\$0.65 per day and on invoice 4242898 at a rate of US\$0.82 per day.
8. Notwithstanding demand, the Defendant has either failed or neglected to make full payment to the Plaintiff.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$5,372.22 being the principal sum due as at 25 April 2017.
- b) Pre and post judgment interest from
 - i. 25 January 2016 to 25 April 2017 for invoice 4233976 at the rate of 10% per annum in the sum of US\$297.90 and continuing at the rate US\$0.65 per day in accordance with the terms of the Engagement Letter; and
 - ii. 5 January 2017 to 25 April 2017 for invoice 4242898 at the rate of 10% per annum in the sum of US\$91.02 and continuing at the rate and US\$0.82 per day in accordance with the terms of the Engagement Letter.
- c) Alternatively, pre-and post-judgment interest in accordance with the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules, 2010 at such rate as the Court deems fit.
- d) Costs on an indemnity basis in accordance with the terms of the Engagement Letter;
- e) Such further and other relief as this Court may deem just.

HSM Chambers
HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$5,372.22 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 3(c) above.
2. The prescribed rate of interest is 10% per annum.
3. The date from which interest is payable is from 25 January 2016 for invoice 4233976 and 5 January 2017 for invoice 4242898
4. The amount of interest accruing due each day is US\$0.65 per day on invoice 4233976 and US\$0.82 per day on invoice 4242898.

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B E T W E E N:

HSM CHAMBERS (A FIRM)

Plaintiff

AND

EMILY POWELL

Defendant

ACKNOWLEDGMENT OF SERVICE

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 in 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 defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2016.

See overleaf

