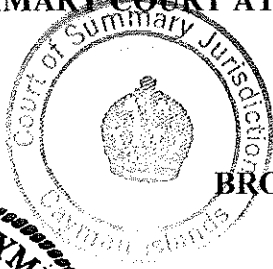


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 106 OF 2017

BETWEEN:



**BROADHURST LLC**

Plaintiff

- AND -

**SIDNEY ROBINSON**

Defendant



**PLAINT**



TO: Sidney Robinson  
P.O. Box 2427  
Grand Cayman KY1-1105  
Cayman Islands

**THIS PLAINT** has been issued against you by the above-named Plaintiff in respected 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, 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 defense in the space provided in the Acknowledgments of Service form.

**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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 8<sup>th</sup> day of June 2017

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 carrying on business as a law firm.
2. The Defendant is an individual and resident of the Cayman Islands.
3. On or about 6 June 2016 the Defendant made a promissory note in favour of the Plaintiff dated 6 June 2016 (the "Promissory Note").
4. The terms of the Promissory Note are that:
  - a. The principal sum of CI\$2,000.00 is payable to the Plaintiff by way of instalments of CI\$125.00 per week, beginning on 17 June 2016 and continuing on each consecutive week until the debt is paid in full.
  - b. Late payment of any amount due under the Promissory Note after a period of 2 days or more constitutes an event of default.
  - c. If the Plaintiff provides the Defendant notice of default and that default is not remedied within 5 days of service of such notice, all unpaid amounts under the Promissory Note become immediately due and owing.
  - d. In the event of default, interest shall be payable on the unpaid portion of the principal sum at the rate of 3% compounding monthly.
  - e. In the event of default, the Defendant shall pay all reasonable costs and expenses incurred by the Plaintiff in attempting to enforce the Promissory Note (including legal fees and expenses on a full indemnity basis).
5. On or about 24 June 2016 the Defendant defaulted under the Promissory Note by failing to pay the instalments due or any part thereof.

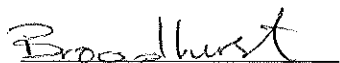
6. The Plaintiff provided notice of default to the Defendant and the Defendant failed to remedy default within 5 days of such notice.
7. The full amount owed under the Promissory Note became due and payable as at 7 December 2016.
8. On or about the 7 December 2016 the Defendant owed the Plaintiff CI\$2,202.62 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$1,900.00 and interest of CI\$730.04.
9. The Plaintiff made demand for payment of the Debt by letter dated 7 December 2016 sent from the Plaintiff to the Defendant.
10. The Defendant failed, refused or neglected to pay the Debt.
11. In the circumstances the Plaintiff's claim is for the principal of CI\$1,900.00; interest to the date of demand of CI\$730.04; interest on the principal at the rate of 3% compounding monthly continuing from the date of demand until all sums outstanding under the Promissory Note are paid in full; and costs on an indemnity basis.

**AND THE PLAINTIFF CLAIMS:**

- A. The Debt of CI\$2,630.04;
- B. Pre-judgment interest at the contractual rate of 3% compounding monthly from 24 June 2016 until the date of judgment;
- C. Post-judgment interest at the contractual rate of 3% compounding monthly from the date of judgment until payment is made in full;
- D. Costs on an indemnity basis;

E. Such other relief as this Honourable Court sees fit.

Dated this 8<sup>th</sup> day of June 2017



**Broadhurst LLC**

Attorneys-at-Law for the Plaintiff

This Plaint was issued 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 \$2,630.04 and is made up as follows:

Principal:	\$1,900.00
Interest:	\$730.04

If, within the time allowed to return the Acknowledgement of Service, the Defendant pays the Plaintiff or its attorneys-at-law \$2,630.04 plus fixed costs of \$150.00, the filing fee of \$25.00 and interest of \$0.16 per day from 8 June 2017 to the date of payment, further proceedings will be stayed.

### INTEREST

Compounding interest is claimed at the contractual rate of 3% from 24 June 2016 pursuant to the Promissory Note signed by the Defendant.

Interest began to accrue under the Promissory Note on 24 June 2016. As at the date of filing this ~~Plaint~~, being ~~8 June 2017~~, the total interest claimed is \$730.04. Interest is continuing to accrue at 3% compounding monthly, being \$0.16 per day.

### CURRENCY

All amounts referred to in this ~~Plaint~~ are in Cayman Islands Dollars.

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC OF 2017**

**BETWEEN:**

**BROADHURST LLC**

Plaintiff

**- AND -**

**SIDNEY ROBINSON**

Defendant

**ACKNOWLEDGMENT OF SERVICE**

1. State the 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 to 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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

\_\_\_\_\_  
Defendant's signature

Dated this            day of                      2017.

**Please 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, 61 Edward Street, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.