

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: 237 OF 2017

BETWEEN: GOLDFIELD CAYMAN ATTORNEYS LTD.  
MARTHA RANKINE

PLAINTIFFS

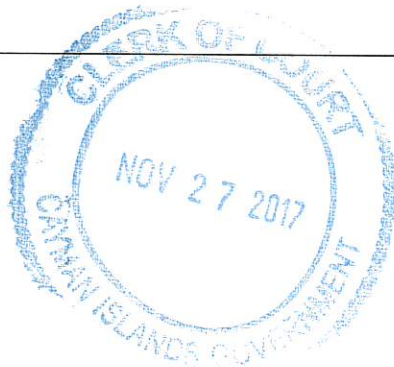
AND: ASTLEY ANTHONY EWEN JR.  
ASTLEY AUGUSTUS EWEN SR.

DEFENDANTS



PLAINT

TO THE DEFENDANTS:  
C/o James Kennedy  
KSG Attorneys-at-Law  
42 North Church Street  
P.O. Box 2255  
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 the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G.T, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full 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 of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 27 day of November 2017.

**IMPORTANT**

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

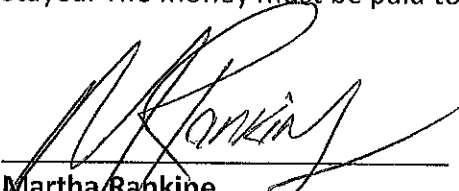
## STATEMENT OF CLAIM

1. The 1<sup>st</sup> Plaintiff was and is at all material times a company organized and registered under the laws of the Cayman Islands.
2. The 2<sup>nd</sup> Plaintiff, was and is at all material times a resident of the Cayman Islands and owner and director of the 1<sup>st</sup> Plaintiff (collectively, the "**Plaintiffs**").
3. The 1<sup>st</sup> Defendant is a resident of Florida, United States.
4. The 2<sup>nd</sup> Defendant is and was at all material times, a resident of George Town, Grand Cayman Cayman Islands.
5. Pursuant to a written contract between the 1<sup>st</sup> Plaintiff and the 1<sup>st</sup> Defendant signed on 15 August 2017 the 1<sup>st</sup> Defendant agreed to pay the Plaintiffs all legal fees and disbursements incurred for services rendered in Cause number SC145 of 2017 and GC127 of 2017 ("**the Agreement**").
6. On 26 July 2017 the 1<sup>st</sup> Defendant's legal fees totaled CI\$3,991.40. The 1<sup>st</sup> Plaintiff demanded payment or part payment and a retainer on account to continue work in SC145 of 2017 and GC127 of 2017. The 1<sup>st</sup> Defendant failed, refused and/or neglected to pay the amount due and owing to the Plaintiffs in breach of the Agreement.
7. Based on the 1<sup>st</sup> Defendants promises that he would pay the outstanding fees once he had access to the 2<sup>nd</sup> Defendant's bank accounts funds, the 1<sup>st</sup> Plaintiff agreed to continue work on SC145 of 2017 and GC127 of 2017.
8. On 15 August 2017 the 1<sup>st</sup> Defendant's legal fees totaled CI\$6,873.00 under invoice WS2017319, in addition to the outstanding CI\$3,991.40 for a total of balance owing of CI\$10,864.40. The 1<sup>st</sup> Defendant remitted a payment of CI\$4,531.09, leaving a remaining balance of CI\$8,444.41.
9. On 17 August 2017 the 1<sup>st</sup> Plaintiffs demanded payment of the outstanding balance owed to continue work on SC145 of 2017 and GC127 of 2017. The 1<sup>st</sup> Defendant failed, refused and/or neglected to pay.
10. By way of email letters, telephone calls and MMS messages, during the period of August 2017 through November 2017, the 1<sup>st</sup> Plaintiff demanded payment of the outstanding sums owed pursuant to the Agreement. To date, the 1<sup>st</sup> Defendant has failed, refused and/or neglected to pay the amount due and owing to the Plaintiffs in breach of the Agreement.
11. The Plaintiffs therefore claim the sum of CI\$8,444.41, in payment of the monies owed on the Agreement.
12. The Plaintiffs also claims interest on all overdue sums pursuant to the Judicature Law (2007 Revision) Judgment Debts Rates of Interest from the 26<sup>July</sup> 2017 to date, continuing until the outstanding sums are fully paid.

**AND THE PLAINTIFFS CLAIMS:**

1. The principal sum of CI\$8,444.41; and
2. Interest at the rate of 2 3/8% per annum, pursuant to the Judicature Law from the 17 August 2017 to the date of payment in the amount of CI\$589.56 and accruing at a daily rate of CI\$5.78 thereafter until payment;
3. Costs; and
4. Such further and/or other relief as this Court deems fit.

If, within the time for returning the acknowledgment of service, the Defendant pays the total amount claimed of CI\$8,444.41, including interest and legal costs, further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorney.

  
\_\_\_\_\_  
Martha Rankine  
ATTORNEY-AT-LAW

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PLAINTIFFS

AND: ASTLEY ANTHONY EWEN JR.  
ASTLEY AUGUSTUS EWEN SR.

DEFENDANTS

ACKNOWLEDGMENT OF SERVICE

State the Defendant's name and address –

State whether the Defendant intends to contest the action

Yes  No

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

Yes  No

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

Service of the Plaintiff is acknowledged accordingly.

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

Dated this day of 2017

See Overleaf.

**STATEMENT 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 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.

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

Martha Rankine  
Attorney-at-Law  
P.O. Box 10734  
George Town  
Grand Cayman KY1-1007  
Cayman Islands

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

## 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 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.