

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC ²⁴⁷ OF 2017

B E T W E E N:

HSM CHAMBERS (A FIRM)

Plaintiff

AND

KAYLA DAVIDSON

Defendant



PLAINT

TO:
Ms. Kayla Davidson
204 Boltin Ave
Apartment #5, Coral Isle
West Bay
Grand Cayman
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 Complaint 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 day of December 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 an address of 204 Boltin Ave, Apartment #5 Coral Isle, West Bay, Grand Cayman, Cayman Islands.
3. On or around 24 February 2016, the Defendant engaged our services to represent her in an Immigration matter.
4. The Plaintiff sent to the Defendant, invoices numbered 4242629, 4247721 and 4247964 on 9 December 2016, 13 June 2017 and 27 June 2017, totalling US\$3,790.00. The Plaintiff sent several requests for payment by email to the Defendant between 9 December 2016 and 13 July 2017.
5. On or around 20 July 2017, the Defendant attended the Plaintiff's offices and signed a Promissory Note agreeing to pay the outstanding balance which had been paid down to US\$3,099.52 by instalments of US\$250.00 per month until the balance was discharged in full. The terms of the Promissory Note were, *inter alia*, as follows:
 - a. *"The total principal sum of US\$3,099.52 shall be payable by the Maker to the Payee by way of instalments of US\$250 due on or before the 1st and 15th of each month with the first instalment due by 1st August 2017. Subsequent payments shall be made by 4:00pm on the aforementioned dates each month thereafter until all sums due pursuant to this Promissory Note have been paid in full".*
 - b. *"... In the event that any payment of principal is not actually received by Payee on or prior to the respective due date, Maker agrees to pay Payee a late charge equal to 10% per annum on such delinquent amount until paid or such lesser amount as shall be permitted by law."*
 - c. *"In the event that any payment of principal is not paid within seven (7) days of its due date hereunder or in the event of commencement by or in respect of the Maker of bankruptcy proceedings (whether voluntary or compulsory), all unpaid amounts evidenced by this Promissory Note, at the option of the Payee, shall immediately become due and payable,*

without demand or notice. Failure to exercise this option shall not constitute a waiver of the rights to exercise the same in the event of ongoing or subsequent default”.

6. The Defendant defaulted on the terms of the Promissory Note since she failed to make an instalment by 1 November 2017. As such, the entire principal balance became due and owing 7 days thereafter.
7. As of the date of these proceedings, invoice numbers 4242629 and 4247721 have been repaid leaving a balance of US\$1,397.60 owed to the Plaintiff. Interest is calculated at the rate of 10% per annum and continuing at the rate of US\$0.38 per day in accordance with the terms of the Promissory Note.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$1,397.60 being the principal sum due as at 20 December 2017.
- b) US\$16.08 Pre-and post-judgment interest calculated 8 November 2017 to 20 December 2017 at the rate of 10% per annum in accordance with the Promissory Note and continuing at US\$0.38 per day.
- c) Fixed costs of CI\$175.00, alternatively cost to be assessed.
- d) 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\$1,397.60 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 Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, 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 5(b) above.
2. The prescribed rate of interest is 10% per annum.
3. The date from which interest is payable is from 8 November 2017.
4. The amount of interest accruing due each day is US\$0.38 per day.

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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.

Dated this day of 2017

Defendant's Signature
See overleaf

PARTICULARS OF DEFENCE

1. *[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]*

Defendant's Signature

REMINDER -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.