

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 85 OF 2018

BETWEEN:

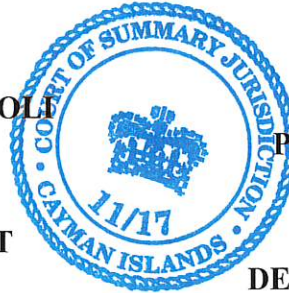
GEORGE GIGLIOLI

PLAINTIFF

AND:

MARTIN TAIT

DEFENDANT



PLAINT



To the Defendant

P.O. Box 1747

Grand Cayman, KY1-1109

Cayman Islands

c/o JML International Ltd., Highgrove, Cox Lane, George Town, Grand Cayman

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, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service form 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 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 7th day of May 2018

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff carries on business as a lawyer practicing as Giglioli & Company at 4 Floor, Kirk House, Grand Cayman, Cayman Islands and the Defendant at all material times, has been a client of the Plaintiff.
2. On or about 11 May 2008, the Defendant instructed the Plaintiff to give him legal advice in connection with a shareholder dispute relating to Wilson. The Plaintiff rendered legal services to the Defendant between 11 May 2008 and 15 February 2012 and rendered an invoice (“the Invoice”) for the said legal services on 28 February 2012 in the total sum of US\$17,194.56, being US\$16,160.00 for fees and US\$1,034.56 for disbursements.
3. The Defendant has made partial payments in respect of the Invoice despite having been sent numerous reminders and chasing emails and calls from the Plaintiff to the Defendant and/or from Sterling Security Solutions and from the Plaintiff’s attorneys-at-law, Ritch & Conolly between 4 May 2012 and 16 April 2018.
4. The Plaintiff and/or its agents and/or its attorneys-at-law asked the Defendant to make payment of the Invoice and/or following partial instalment payments made by the Defendant on the Invoice, the Plaintiff has advised the Defendant of the outstanding balance due on the Invoice on 4 May 2012, 26 October 2012, 30 April 2013, 1 July 2015, 24 August 2015, 2 September 2015, 3 November 2015, 25 January 2017, 16 February 2017 and 16 April 2018.
5. On each of the said occasions the Defendant has acknowledged the debt then due and owing to the Plaintiff in respect of the Invoice and then promised to the Plaintiff and/or its agents, Sterling Security Solutions and/or its attorneys-at-law to pay the amount then outstanding under the Invoice. The Defendant has made the following instalment payments on the dates set out in the table below for which he has been given credit in respect of the Invoice:

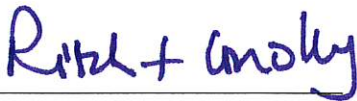
Date of instalment payment made by Defendant	CIS	US\$
14 May 2013	820.00	1000.00
14 November 2014	300.00	365.85
16 July 2015	350.00	426.83
3 November 2015	400	487.80
4 April 2016	3,400.00	4146.34
Total instalment payments made on invoice	5,270.00	6426.82

6. Despite his repeated promises to pay the outstanding amount of the Invoice, the Defendant has still not paid the Invoice in full and as of the date of the issue of this Plaintiff, the Defendant owes the Plaintiff the sum of US\$10,767.74, the last payment having been made by the Defendant on 4 April 2016 in the sum of CIS\$3,400.00 (US\$4,146.34).

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

1. Payment of the outstanding said sum of US\$10,767.74 (CI\$8,829.55);
2. Interest at the statutory rate of 2 $\frac{3}{8}$ % per annum from 4th April 2016 to the date of payment (interest accruing daily at the rate of CI\$0.70).
3. Fixed costs of CI\$300.00 together with the issue fee for these proceedings of CI\$25.00 and Process Server's costs of CI\$100.00.

DATED the 7th day of May 2018



RITCH & CONOLLY

Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant at JML International Ltd., Highgrove, Cox Lane
George Town, Grand Cayman
P.O. Box 1747
Grand Cayman, KY1-1109
Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2018

BETWEEN: GEORGE GIGLIOLI PLAINTIFF

AND: MARTIN TAIT 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 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 _____ 2018

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, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.