

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 12 OF 2019

BETWEEN:

HAMPSON AND COMPANY (a firm)

PLAINTIFF

AND:

PETER CAMPBELL

DEFENDANTS



PLAINT



To the Defendant:

Peter Campbell
C/o BarCam Esso
Shamrock Road
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 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 defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail 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 22nd day of January 2019.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a firm of Cayman Islands attorneys having its offices at 87 Mary Street, 4th Floor, George Town, Grand Cayman.
2. The Defendant is Caymanian and at all material times was a shareholder in Barcam Cayman Ltd, owner and operator of BarCam's Esso gas station located on Shamrock Road, adjacent to Lantern Point, Grand Cayman.
3. In March 2017 the Defendant consulted with Graham Hampson of the Plaintiff firm and retained the Plaintiff firm to advise him in relation to the formation of new company to be known as BarCam Development Ltd.
4. It was an express or implied term of the oral retainer that the Defendant would be responsible for the Plaintiff's professional fees at the Plaintiff's usual and customary professional rates for corporate work of this nature.
5. The Plaintiff provided the professional services and advice requested by the Defendant and on 15 May 2017 and 26 July 2017 the Plaintiff invoiced the Defendant for its professional services in the sums of US\$3,310.00 and US\$840.00 respectively.
6. Despite acknowledging the debt owing to the Plaintiff under the invoices as aforesaid and notwithstanding repeated promises of payment, the Defendant has in breach of contract failed to pay the Plaintiff the total sum of US\$4,150.00 (CI\$3,486.00) owing to the Plaintiff. The Plaintiff pleads that it is entitled to judgment accordingly against the Defendant in the sum of US\$4,150.00 together with interest thereon as set out below.
7. The Plaintiff pleads and relies on s.34 of the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules 2008 and pleads that it is entitled to pre-judgment and post-judgment interest pursuant to s.34 of the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules 2010 and 2012 at the prescribed rate of 2 $\frac{3}{8}$ % p.a. (US\$0.27 per diem) from 26 July 2017.

AND the Plaintiff therefore claims:

- a) Judgment in the sum of US\$4,150.00;
- b) Pre-judgment interest from 25 July 2017 to 22 January 2019 (546 days) in the sum of US\$147.42 and accruing thereafter at the rate of 2 $\frac{3}{8}$ % per annum (US\$0.27 per diem);
- c) Fixed costs of \$150.00, \$25.00 filing fee, and bailiff's \$60.00 fee for service pursuant to Summary Court Rule 11(1), or alternatively costs to be assessed, with interest thereon;
- d) Such further and other relief as to this Honourable Court may seem just.

DATED at Georgetown, Grand Cayman this 22nd day of January 2019.



Hampson and Company (a firm)
Plaintiff

Plaintiff's address for service: Hampson and Company, Attorneys-at-Law, 87 Mary Street, 4th Floor, George Town, P.O. Box 698 Grand Cayman KY1-1107

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PLAINTIFF

AND:

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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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2019.

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)

Defendant's Signature

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