

STATEMENT OF CLAIM

1. The Plaintiff is a resident company registered in the Cayman Islands and legally practices law in these islands.
2. The Defendants were clients of the Plaintiff.
3. The Defendants met with the Plaintiff in or around February 2014.
4. The Defendant instructed the Plaintiff that the "Bank" was going to repossess their property and they had to appear in Court on 24th March 2014.
5. The Defendant asked the Plaintiff to provide them with legal services and the Plaintiff confirmed.
6. The Defendants entered a written contract with the Plaintiff on 11th February 2014 ("the Contract").
7. According to the Contract, the Defendants promised to pay the Plaintiff out of their pockets within three (3) months after the Plaintiff raised its invoice for legal work carried out for the Defendants.
8. The Plaintiff carried out legal work and raised invoices for the Defendants.
9. The Plaintiff prepared affidavits for both Defendants and prepared for Court hearings to restrict the sale of the property by the bank.
10. The Plaintiff represented both Defendants at the Court hearing on 24th March 2014 ("the First Hearing") in the Chambers of Chief Justice Smellie (Hon.).
11. The opposing Counsel (HSM's Mr. H. Moses) sought vacant possession.
12. Plaintiff advocated for the Defendants for the Court to postpone the sale for three (3) months to allow the Defendants to seek financing. The Court granted the Plaintiff's application and stayed the sale of the property.

13. The Plaintiff continued to represent the Defendants until they showed up at a Court hearing ("the Second Hearing") with another attorney.
14. The Plaintiff asked the Defendants if the other attorney would be representing them, but they were not responsive.
15. The Plaintiff entered Chambers and explained to the Court (Chief Justice Smellie (Hon.) the position of attorneys. The Court allowed the Plaintiff to pursue and again the Plaintiff was able to further postpone the bank's application brought by HSM (Mr. Moses) for repossession.
16. The Plaintiff paid for all the Court filing fees for the Defendants in Cause #22 of 2014.
17. The Plaintiff have invoiced the Defendants according to the Contract.
18. On several occasions the Plaintiff telephoned the Defendants for payment of their incurred legal fees but the Defendants has not paid any money towards these fees.
19. On 15th September 2017, the Plaintiff sent demand letters to both Defendant by registered mail.
20. The Defendants have been ignoring the Plaintiff and have not paid their invoices as they agreed in the Contract.

AND THE PLAINTIFFS claims:

1. The Plaintiff claim of CI\$34,339.73.
2. Costs; and
3. Further or other relief as the Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of CI\$34,339.73 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



Sonia Bush & Associates Law Firm
Attorneys for the Plaintiff

This Writ is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008 Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
OF WRIT OF SUMMONS

1. The accompanying form of acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendants or by the Defendants if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, 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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendants.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 days after a Statement of Claim has been served on the Defendants.

If the Defendants fail to serve his defence within the appropriate time, the Plaintiff may enter judgement against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendants are 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 instalments or otherwise.

See over for notes for guidance
Please complete overleaf

Notes for Guidance

1. Each Defendant (if there is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 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 (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its 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.

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

Sonia Bush & Associates Law Firm
Attorneys-at-Law
Grand Pavilion Commercial Center,
802 West Bay Road,
P.O. Box 11139
Grand Cayman, KY1-1008
Cayman Islands.

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