

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 97 of 2019

BETWEEN:

HIGHBURY CAPITAL MANAGEMENT LIMITED

PLAINTIFF

AND:

RONCO CAYMAN COMMUNICATIONS LTD.

DEFENDANT



To: The Defendant:  
Ronco Communications Ltd.  
P.O. Box 31726  
68 Fort Street  
George Town  
Grand Cayman  
KY1-1207

PLAINT

**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 495GT, George Town, Grand Cayman, 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 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 2 day of May 2019

**See overleaf for particulars of the Plaintiff's claim**

### **PARTICULARS OF CLAIM**

1. The Plaintiff is a company, with their registered office being at Kemp House, 152 City Road, London, UK who are in the business of global recruitment consultancy and operate under trading name Highbury Consulting.
2. On or about 14<sup>th</sup> May 2018 Mr. James McGarvey purporting to be a duly authorised servant or agent of the defendant initiated contact with Mr. David Joiner of the plaintiff requesting the assistance of the plaintiff in the recruitment of a candidate to fill a vacancy within the defendant company as a Technical Engineer.
3. At the time of the initial conversation the defendant was aware that the plaintiff was a professional recruitment consultancy and upon the successful introduction of a candidate who took on a role with the defendant that the plaintiff would seek payment for their services.
4. It was a trade usage to be implied into the oral contract of the parties that the plaintiff would be entitled to a commission equalling 20% of the gross year 1 salary for the candidate who was successfully introduced and in the alternative the plaintiff is entitled to reasonable remuneration for the said introduction at the industry standard rate of 20% of the Year 1 salary for the successful candidate.
5. On 16<sup>th</sup> May 2018 the plaintiff introduced Mr. Lawrence Gore to the defendant by way of sending his curriculum vitae as a potential candidate for review. Mr. Gore was at all materials domiciled in the United Kingdom and it is averred that he was unknown to the defendant prior to the introduction.
6. Subsequent to the introduction of Mr. Gore by the plaintiff to the defendant, interviews between Mr. Gore and the defendant occurred on 2<sup>nd</sup> June 2018 and 20<sup>th</sup> June 2018.
7. At a salary unknown and on a date unknown but by the latest October 2018, the defendant employed Mr. Gore whereby the plaintiff became entitled to commission at the rate as set out at paragraph 4.
8. The defendant has despite demand by the plaintiff by letter dated 6<sup>th</sup> January 2019 refused to account to the plaintiff for the said commission, further or in the alternative has failed in breach of contract to pay any sums to the plaintiff.

### **STATEMENT REGARDING INTEREST**

1. The plaintiff claims interest from the date of employment of Mr. Gore at the statutory rate of 2 3/8% per annum.

2. The sum upon which interest is claimed is 20% of the amount of Mr. Gore's gross annual salary for Year 1 of his employment.

**AND THE PLAINTIFF CLAIMS:**

- (i) An account of what sum amounts to 20% of the gross salary of Mr. Lawrence Gore for the first year of his employment and payment of the sum found due;
- (ii) Alternatively damages;
- (iii) Interest as aforesaid in accordance with the Judicature Law (2016 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iv) Costs or alternatively fixed costs in the sum of CI\$200.00 plus filing fees and bailiff's fee for service



---

**KSG Attorneys-at-Law**

Plaintiff's address for service

4<sup>th</sup> Floor Harbour Centre  
42 North Church Street  
PO Box 2255  
George Town, KY1-1107

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC

of 2019

BETWEEN:

HIGHBURY CAPITAL MANAGEMENT LIMITED

PLAINTIFF

AND:

RONCO CAYMAN COMMUNICATIONS LTD.

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 \_\_\_\_\_, 20\_\_\_\_

**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 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.