

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO: **83** OF 2019

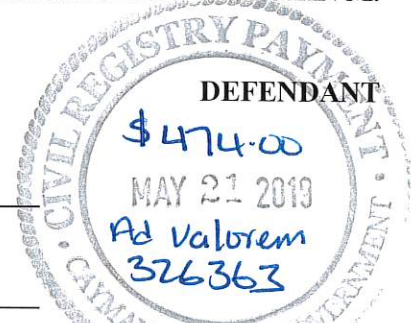
BETWEEN:

**HAMPSON AND COMPANY (a firm)**

**PLAINTIFF**

AND:

**KARAM & MISSICK (a firm) whose partners are  
PETER M. KARAM, GEORGE C. MISSICK, MARC TRAUBE, ALICIA S. BOWE AND COLIN M.  
THOMPSON**



**WRIT OF SUMMONS**

**TO: Karam & Missick (a firm) whose partners are Peter M. Karam, George C. Missick, Marc Traube, Alicia S. Bowe and Colin M. Thompson, c/o Karam & Missick, Suite 201-203 Regent Village, Grace Bay Providenciales, Turks and Caicos Islands.**

**THIS WRIT OF SUMMONS** has been issued against you by the above named Plaintiff firm, of Apollo House East, 87 Mary Street, 4<sup>th</sup> Floor, George Town, Grand Cayman in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17<sup>th</sup> day of May 2019.

**NOTE** this Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of original issuance unless renewed by order of the Court.

**IMPORTANT**

Directions for the Acknowledgement of service are given with the accompanying form.

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THOMPSON**

**DEFENDANT**

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**STATEMENT OF CLAIM**

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1. The Plaintiff is a firm of Cayman Islands attorneys at law having its offices at Apollo House East, 87 Mary Street, 4<sup>th</sup> Floor, George Town, Grand Cayman.
2. The Defendant, Karam & Missick is a law firm whose partners are Peter M. Karam, George C. Missick, Marc Traube, Alicia S. Bowe and Colin M. Thompson. The Defendant has its principal place of business at Suite 201-203 Regent Village, Grace Bay Providenciales, Turks and Caicos Islands (hereinafter “the firm”).
3. By a deed under seal dated 22 February 2019 (“the Deed”) and in consideration of the Plaintiff continuing to act on behalf of a mutual client (“the mutual client” whose name is mentioned in the Deed) in a matters before the Grand Court and the Court of Appeal of the Cayman Islands, the Defendant acting by its partners, Peter M. Karam and George C. Missick agreed to pay to the Plaintiff the sum of US\$70,000.00 to be wired to and received to the bank account of the Plaintiff firm with Butterfield Bank no later than the close of business on 8 March 2019 (“the Payment Date”). The Deed is headed “Guarantee” but on a proper construction it is an indemnity and the liability of the Defendant and its partners is primary and not secondary. Following execution of the Deed, the Plaintiff continued to act for the mutual client.
4. The material terms of the Deed included the following:
  - (i) That the Deed was to be governed by and construed in accordance with the laws of the Cayman Islands;
  - (ii) That the Plaintiff was at liberty to enforce the Deed before the Grand Court of the Cayman Islands and the Defendant agreed to submit to the non-exclusive jurisdiction of the courts of the Cayman Islands;
  - (iii) That the Defendant was not entitled to set-off, against its liability to the Plaintiff under the Deed, any claims, debts or liabilities of any nature;

- (iv) That the Plaintiff was not obliged to pursue recovery of, nor to enforce any liability owing to the Plaintiff by the mutual client or any guarantors, as a prerequisite to payment by the Defendant under the Deed; and
  - (v) The Defendant agreed to indemnify the Plaintiff against all costs and expenses arising from breach of the Deed including the costs of enforcement proceedings.
5. The Defendant failed in breach of the Deed to remit payment of the sum of US\$70,000.00 to the Plaintiff's account by the Payment Date, or by any date thereafter.
  6. The Plaintiff's repeated communications by phone and emails to the Defendant including to Peter M. Karam and George C. Missick following the Payment Date and seeking payment under the Deed have not been returned or responded to.
  7. The Plaintiff pleads that the Defendant by its partners are jointly and severally liable to the Plaintiff for the US\$70,000.00 owing under the Deed.
  8. The Plaintiff seeks judgment accordingly on the Deed in the sum of US\$70,000.00 together with the costs of enforcing the Deed (including the costs of settling this claim) amounting to approximately US\$5,000.00 as at the date of this claim.
  9. The Plaintiff seeks pre and post-judgment interest on the sum of US\$70,000.00 accruing from the Payment Date at the rate of 2 $\frac{3}{8}$ % per annum (US\$4.55 per diem) pursuant to s.34 of the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 (as amended).
  10. In addition, the Plaintiff seeks its costs of these proceedings pursuant to the terms of the Deed.

**AND** the Plaintiff therefore claims:

- a) Judgment in the sum of US\$70,000.00 being the principal sum under the Deed;
- b) Judgment for the Plaintiff's costs of enforcement being US\$5,000.00 as at the date of this claim and as further accrued;
- c) Pre-judgment and post-judgment interest on the principal sum of US\$70,000.00 at the rate of 2 $\frac{3}{8}$ % per annum (US\$4.55 per diem) from the Payment Date, and at 2 $\frac{3}{8}$ % per annum on the costs of enforcement from the date of issuance of these proceedings, pursuant to the Judgment Debts (Rates of Interest) Rules 1995 as more particularly pleaded above;
- d) Its costs of this action on a full contractual basis in accordance with the terms of the Deed and such further and other relief as to this Honourable Court may seem just.

**DATED** at Grand Cayman this 17<sup>th</sup> day of May 2019.

  
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Hampson and Company  
Plaintiff

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** are filed by Hampson and Company, attorneys whose address is Apollo House East, 87 Mary Street, 4<sup>th</sup> Floor, George Town, P.O. Box 698, Grand Cayman KY1-1107, Cayman Islands.