

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 133 OF 2019

BETWEEN:

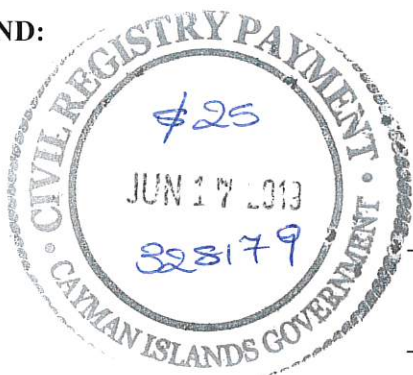
FRANK HALL HOLDINGS LTD

PLAINTIFF

AND:

TASHA M. LEMAY

DEFENDANT



PLAINT



To the Defendant:

Tasha M. Lemay
211 Watershed Circle
Bodden 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 Complaint 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 14th day of June 2019.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

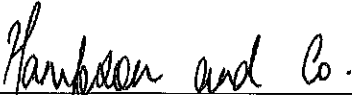
1. The Plaintiff is an ordinary resident company having its office at 67 Mary Street, George Town, Grand Cayman.
2. The Defendant is Caymanian, resides at 211 Watershed Circle, Bodden Town, and is employed as an Executive Legal Secretary by Walkers Global in George Town, Grand Cayman.
3. In April 2016 the Defendant contracted with the Plaintiff company to purchase a parcel of land legally described in the Land Registry of the Cayman Islands as Block 32B, Parcel 298, and to construct a dwelling house on the parcel of land. The construction of the dwelling house was completed in April 2018.
4. At closing, the Defendant owed the Plaintiff CI\$15,509.00 being variety of costs arising from various upgrades and structural changes in the course of construction of the dwelling house. The Plaintiff and the Defendant compromised the sum, as a result of which compromise, the Defendant executed a Promissory Note ("the Note") in the sum of CI\$7,000.00 in favour of the Plaintiff.
5. The Note was executed on 30 April 2018, and pursuant to the term of the Note, the Defendant agreed to pay the Plaintiff, the sum of CI\$7,000.00 on 30 April 2019.
6. By clause 1 of the Note, the Defendant:
 - a. Acknowledged a debt of CI\$7,000.000 ("the Debt") payable to the Plaintiff; and
 - b. Agreed to pay the Plaintiff the Debt within 1 calendar year of 30 April 2018.
7. The Plaintiff has made demand of the Debt to repay the Debt by email dated 30 April 2019.
8. The Defendant has refused to, or is unable to repay the Debt, in accordance with the terms of the Note.
9. In the premises, the Defendant is indebted to the Plaintiff in the sum of CI\$7,678.30, calculated as follows:

i.	The Debt:	\$7,000.00
ii.	Attorneys' fees:	\$678.30 (as at date of issuance of Plaintiff)
	Total	\$7,678.30
10. By clause 10 of the Note, the Defendant agreed to pay "*all costs for collection on this Note, including Court costs and attorney's fees*".
11. The Plaintiff, has to date, incurred the sum of CI\$678.30 in attorneys' fees in reaching to enforce the Note.
12. 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 $\frac{3}{4}$ % p.a. (CI\$0.50 per diem) from 1 May 2019.

AND the Plaintiff therefore claims:

- a) Judgment in the sum of CI\$7,678.30;
- b) Pre-judgment interest from 1 May 2019 to 14 June 2019 (44 days) in the sum of CI\$22.00 and accruing thereafter at the rate of 2 $\frac{3}{8}$ % per annum (CI\$0.50 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 14th day of June 2019.



Hampson and Company
Attorneys for the Plaintiff

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

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Cause No. SC of 2019

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FRANK HALL HOLDINGS LTD

PLAINTIFF

AND:

TASHA M. LEMAY

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.