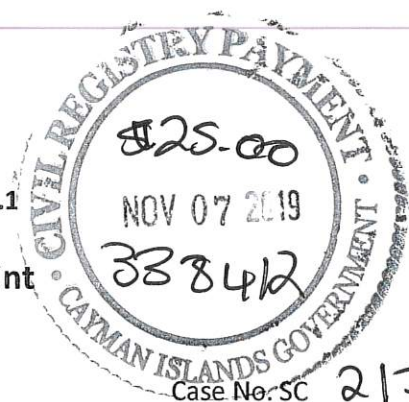


No.1

Plaint

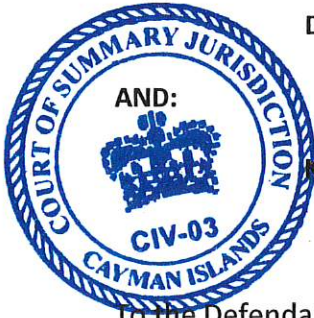


Case No. SC 217 of 2019

IN THE SUMMARY COURT AT GEORGE TOWN

**BETWEEN:**

**DENNIS EVERTON BRADY T/A BRADY ATTORNEYS AT LAW (a firm)** Plaintiff



**KINGSLEY ANTHONY McFARLANE**



Defendant

To the Defendant

KINGSLEY ANTHONY McFARLANE  
 69 Rankine Road or 8 Randyke Way  
 George Town  
 Cayman Islands

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 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 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 7<sup>th</sup> day of November 2019

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

**BETWEEN:**

**DENNIS EVERTON BRADY T/A BRADY ATTORNEYS AT LAW (a firm)** Plaintiff

**AND:**

**KINGSLEY ANTHONY McFARLANE** Defendant

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is a firm of attorneys with offices in Grand Cayman.
2. By an engagement letter dated and signed 5<sup>th</sup> June 2019 the Defendant agreed terms and engaged the Plaintiff to represent his interests in existing proceedings issued against him by the CICSA Credit Union under Grand Court Cause number 105 of 2012. The Plaintiff will rely on the terms of the said letter of engagement as to their full effect.
3. Contrary to the terms contained in the letter of engagement the Defendant failed,
  - a. To pay instalments of his retainer fee on the due dates or at all;
  - b. To engage with the Plaintiff firm and or to heed the advice he was given and or give proper instructions;
  - c. To discharge the fees incurred for the work done and disbursements made on his behalf.
4. By reason of the matters aforesaid the Defendant is in breach of the terms of his agreement with the Plaintiff and the Plaintiff has suffered loss and damage in the sum of CI\$4,123.00 as invoiced to the Defendant under invoices numbered 20170730 and 20170732 issued on 27<sup>th</sup> June 2019 and 11<sup>th</sup> July 2019 in the respective sums of CI\$3,235.50 and CI\$887.50.

These PARTICULARS OF CLAIM are filed by the Plaintiff whose address for service is B5-6 Crown Square, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.

5. Further by reason of the Defendants' aforesaid breaches the Plaintiff on 19<sup>th</sup> July 2019 applied for and was granted an Order of the Grand Court that the Plaintiff do cease to be the attorneys on record to the Defendant. The said Order required the Defendant to pay the costs of the application. Those costs amount to CI\$676.50 and were set out in invoice number 20170746 issued on 16<sup>th</sup> August 2019.
6. The said invoice numbered 20170746 was a composite invoice plus interest and the Plaintiff contends the Defendant is indebted to the Plaintiff in the total sum of CI\$4,891.67.
7. The Defendant has failed to make payment on the said outstanding invoices and declined to accept copies of the invoices and sought to evade service upon him of documents and letters and invoices.
8. The Plaintiff is exercising a lien over the Defendant's original documents and papers and delivered to the firm.
9. The Plaintiff further claims interest,
  - a. Pursuant to the terms of agreement in the said engagement letter at the annual rate of 12 percent on the sums due with effect from 28<sup>th</sup> June 2019 to date and continuing until judgment or sooner payment at the daily rate of CI\$1.36 (for the avoidance of doubt interest pursuant to agreement was invoiced to 16<sup>th</sup> August 2019 in any case) amounting to CI\$112.88 over the invoiced sum to date; alternatively
  - b. Pursuant to section 34 Judicature Law (2013 Revision) on the sums due at the prescribed rate of 2.375% per annum amounting to CI\$42.24 to date and continuing at the daily rate of CI\$0.32.

**AND the Plaintiff claims:**

- (1) The liquidated sum of CI\$4,891.67 alternatively loss and damage as aforesaid, and**
- (2) Interest as aforesaid to date and continuing until Judgment or sooner payment, and**
- (3) Costs**

These PARTICULARS OF CLAIM are filed by the Plaintiff whose address for service is B5-6 Crown Square, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.

Dated: 6<sup>th</sup> November 2019



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**BRADY ATTORNEYS AT LAW**

Plaintiff

Plaintiff's address for service:

B5-6 Crown Square Eastern Avenue George Town Grand Cayman
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To,

The Honourable Court

And to,

The Defendant

Kingsley Anthony McFarlane of 69 Rankine Road or 8 Randyke Way, George Town, Grand Cayman

These PARTICULARS OF CLAIM are filed by the Plaintiff whose address for service is B5-6 Crown Square, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Case No. SC

of 2019

**BETWEEN:**

**DENNIS EVERTON BRADY T/A BRADY ATTORNEYS AT LAW (a firm)**

Plaintiff

**AND:**

**KINGSLEY ANTHONY McFARLANE**

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 Plaint 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)

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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.