

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



CAUSE NO. SC 234 OF 2019

BETWEEN:



McGrath Tonner (A firm)

PLAINTIFF

v

NINO DILBERT



DEFENDANT

PLAINT

To: **NINO DILBERT** of #9, 71 Finch Drive, West Bay, 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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, 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 6 day of December 2019

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a law firm.
2. The Defendant is a former client of the Plaintiff.
3. The Plaintiff was initially retained to provide legal services to the Defendant who was legally aided funded. In or around December 2018 the legal aid cap was reached and the funding ceased.
4. By an agreement made in December 2018, the Plaintiff agreed to provide legal services to the Defendant and the Defendant agreed to pay for the provision of those legal services and disbursements incurred on his behalf.
5. Pursuant to the agreement, the Plaintiff provided legal services and representation to the Defendant in Grand Court proceedings FAM 115 of 2012 between December 2018 until 1st August 2019.
6. The Defendant was invoiced monthly for services rendered and shortly after engaging with the Plaintiff, fell into arrears.
7. On 16 January 2019 the Defendant entered into a Promissory Note with the Plaintiff in order to make monthly payments toward his outstanding debt owed to the Plaintiff.
8. The Defendant has breached the Promissory Note and failed to make payments as agreed.
9. In breach of the agreement, the Defendant has failed to pay for the services.
10. By reason of the said breaches of contract, the Plaintiff has suffered loss and damage.

PARTICULARS OF LOSS


Outstanding fees	CI\$19,032.75
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AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$19,032.75.
- (ii) Costs to be taxed or agreed or alternatively fixed costs in the sum of CI\$150 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$19,032.75 (together with costs of CI\$150 and bailiff's fees of CI\$35) all further proceedings will be stayed.

Dated this 6 day of December 2019



McGrath Toner
Plaintiff

To: The Clerk of the Court

And To: Nino Dilbert

This PLAINT was issued by McGrath Tonner, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is 5th Floor Genesis Bldg, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.