

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 69 OF 2020

BETWEEN:

HAMPSON AND COMPANY (a firm)

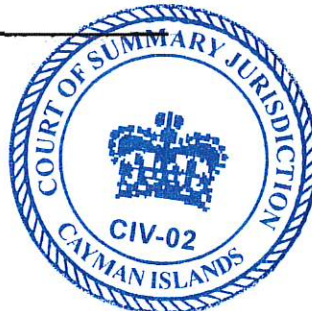
PLAINTIFF



MARIO RANKIN

DEFENDANTS

PLAINT



To the Defendant:

Mario Rankin
37A Tangelo Lane
East End
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 **Plaint** 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 26th day of June 2020.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a firm of Cayman Islands attorneys having its offices at Apollo House East, 4th Floor, 87 Mary Street, George Town, Grand Cayman.
2. The Defendant resides at 37A Tangelo Lane, East End, Grand Cayman.
3. Over the course of several years commencing in 2015, the Defendant consulted variously with Graham Hampson and Paul Keeble, attorneys with the Plaintiff firm, and retained the Plaintiff firm to advise him and represent in a number of legal matters matters. The Plaintiff firm provided the legal advice and representation requested and invoiced the Defendant for its professional fees at the Plaintiff's usual and customary rates.
4. While the Defendant settled some of the Plaintiff's earlier invoices, the Plaintiff's most recent invoices for professional fees and disbursements incurred in three different matters, remain outstanding as summarized below:

Invoice No. 1306 dated 15 September 2017:	7,695.90
Invoice No. 1327 dated 16 October 2017:	9,125.73
Invoice No. 1673 dated 13 November 2018:	6,791.40
Total:	CI\$23,613.03

5. Despite acknowledging the debt owing to the Plaintiff under the invoices as aforesaid and notwithstanding repeated promises of payment, the Defendant failed to pay the Plaintiff the balance of CI\$23,613.03 owing to the Plaintiff. The Plaintiff pleads that it is entitled to judgment accordingly against the Defendant in the sum of CI\$20,000.00 representing the limit of the monetary jurisdiction of the Summary Court, together with interest thereon as costs as set out below.
6. 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 2½% p.a. (CI\$1.30 per diem) from 13 November 2018.

AND the Plaintiff therefore claims:

- a) Judgment in the sum of CI\$20,000.00;
- b) Pre-judgment interest from 13 November 2018 to 26 June 2020 (590 days) at CI\$1.30 per diem in the sum of CI\$767.00 and accruing thereafter at the rate of 2½% per annum (CI\$1.30 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 George Town, Grand Cayman this 26th day of June 2020.

HAMPSON - CO.

Hampson and Company (a firm)

Plaintiff

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

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Cause No. SC 69 of 2020

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HAMPSON AND COMPANY (a firm)

PLAINTIFF

AND:

MARIO RANKIN

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.