

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 74 OF 2020

BETWEEN:

HAMPSON AND COMPANY (a firm)

PLAINTIFF

AND:

RACHEL SMYTH

DEFENDANTS



PLAINT

To the Defendant:

Rachel Smyth

C/o Arka Legal & Corporate Services
Appleby Tower (1st Floor)
71 Fort Street
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 15th day of July 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 is an attorney carrying on business as Arka Legal & Corporate Services, and resides at Sunrise Condominiums, Old Crewe Road, Grand Cayman.
3. Commencing on 10 October 2016 the Defendant consulted Graham Hampson of the Plaintiff firm, and retained the Plaintiff firm to advise her in matrimonial/domestic proceedings. The Plaintiff firm provided the legal advice and representation requested and invoiced the Defendant for its professional fees and disbursements at the Plaintiff's usual and customary rates.
4. The Plaintiff raised invoices to the Defendant for its professional fees and disbursements and received payments on account from the Defendant as set out below:

Invoice No. 1098 dated 8 December 2016:	2,290.00
Payment: 6 January 2017:	(2,290.00)
Invoice No. 1154 dated 5 March 2017:	27,842.32
Payment: 24 March 2017:	(10,000.00)
Payment: 6 April 2017:	(5,000.00)
Invoice No. 1968 dated 17 September 2019:	8,119.33
Balance due:	US\$20,961.65

5. Despite repeated requests for payment, the Defendant has failed to pay the Plaintiff the balance due of US\$20,961.65. The Plaintiff pleads that it is entitled to judgment accordingly against the Defendant under the contract for legal services in the sum of US\$20,961.65 together with interest thereon 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 2% p.a. (US\$1.36 per diem) accruing from 17 September 2019.

AND the Plaintiff therefore claims:

- a) Judgment against the Defendant in the sum of US\$20,961.65;
- b) Pre-judgment interest from 17 September 2019 to 15 July 2020 in the sum of US\$409.36 (301 days x US\$1.36) and accruing thereafter at the rate of 2% per annum (US\$1.36 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; and
- d) Such further and other relief as to this Honourable Court may seem just.

DATED at Georgetown, Grand Cayman this 15th day of July 2020.



Hampson and Company (a firm)
Plaintiff

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

BETWEEN:

HAMPSON AND COMPANY (a firm)

PLAINTIFF

AND:

RACHEL SMYTH

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 _____, 2020.

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that she 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.