



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2022

BETWEEN:

HAMPSON AND COMPANY (a firm)

PLAINTIFF

AND:

RODERICK HARBECK

DEFENDANT

PLAINT

To the Defendant:

Roderick Harbeck
Unit 2, Coccoloba Condominiums
1002 South Church Street,
South Sound Grand Cayman

Email: rodharbeck@hotmail.com

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next pages.

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 13th day of December 2022.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a firm of attorneys who are duly authorised to practice law in the Cayman Islands, and which firm has its offices at Apollo House East, 4th Floor, 87 Mary Street, George Town, Grand Cayman.
2. The Defendant resides at Unit 2, Coccoloba Condominiums, 1002 South Church Street, South Sound, Grand Cayman.
3. The Defendant entered into a written agreement with the Plaintiff dated 21 March 2022 whereby he engaged the Plaintiff to provide legal services to him.
4. The said agreement incorporated the Plaintiff's General Terms and Conditions of doing business. The said agreement (and the said General Terms and Conditions) are referred to herein collectively as the "Retainer".
5. By the terms of the Retainer the Defendant contracted with the Plaintiff for the provision of legal advice, services and representation in proceedings initially threatened against the Defendant in an 8-page letter before action, and thereafter commenced against the Defendant on 13 April 2022 in the Grand Court of the Cayman Islands as Cause No. G0085/2022 ("the Proceedings") which cause is more particularly headed:

Christopher Carroll (1) and Mallory Carroll (2) (Plaintiffs)

And

Roderick Harbeck (1) and Cayman Islands Sotheby's International Realty (2) (Defendants)

6. The Proceedings relate to a dispute between the Defendant and his former tenants, Mr. and Mrs. Christopher Carroll ("the Carroll's"), who are the Plaintiffs in the Proceedings.
7. The Carroll's Statement of Claim in the Proceedings runs to some 16 pages. It asserts fraudulent misrepresentation and deceit on the part of the Defendant in the renting of premises known as Unit 2, Coccoloba Condominiums, 1002 South Church Street, South Sound, Grand Cayman ("the Premises"). The Carroll's claim in the Proceedings is that the Defendant knew, when renting the Premises to the Carroll's that the Premises were contaminated by mould and / or were subject to a poorly maintained or deficient air conditioning system, such that they were exposed to injury and did suffer injury. The Defendant denies such a claim and asserts a counterclaim against the Carroll's for unpaid rent and other loss and damage including for libel.
8. In accordance with the terms of the Retainer, and in accordance with the Defendant's instructions, the Plaintiff proceeded to provide legal advice, services, and representation to the Defendant in the Proceedings. Such legal services included (but were not limited to) the following general areas of work:
 - (a) Representation on an urgent basis on 22 April 2022 so as to defend the Defendant in an application before Her Ladyship Madam Justice Richards. The Carroll's were seeking an *ex parte* injunction aimed at freezing the Defendant's assets within the Cayman Islands;

- (b) Analyzing the case and taking extensive and detailed instructions on every aspect of the 16-page (55-paragraph) Statement of Claim.
- (c) Thereafter, closely liaising with the Defendant (and his son who also provided extensive instructions on the part of the Defendant) so as to take detailed instructions for the drafting, preparation and filing of an extensive and meticulously pleaded 23-page (100 paragraph) Defence and Counterclaim, in response to the Carroll's Statement of Claim.
9. The allegations and claims by the Carroll's in the Proceedings were of such import and extent that they required extensive and careful evaluation. Indeed, by paragraph 44 of the Statement of Claim, the Carroll's claimed the sum of US\$527,321.91 (plus interest) by way of general and aggravated damages. They further claimed exemplary damages to be assessed.
10. In light of such significant claims, the Plaintiff recommended the instruction of specialist UK counsel so as to assist with advising the Defendant with regard to the claims made against him and with the drafting of the pleading of the Defendant's Defence and Counterclaim. The instruction of counsel was provided for by the terms of the Retainer, and the Defendant specifically agreed to take such a step in his best interests.
11. Pursuant to the Retainer, the Plaintiff provided extensive legal advice and representation in connection with the Proceedings. The Plaintiff duly invoiced the Defendant with three invoices, which detailed all the work performed and also provided the Defendant with UK Counsel's fee notes, which similarly detailed UK Counsel's charges. These said fee notes were billed as a disbursement in the invoices of the Plaintiff, as provided for by the terms of the Retainer. Invoices were issued by the Plaintiff on the following dates:
- Invoice No. 2908 dated 25 April 2022
Invoice No. 2941 dated 11 May 2022
Invoice No. 3006 dated 14 July 2022
12. The Retainer (and General Terms and Conditions incorporated therein) specifically requires (per paragraph 6.2) payment by the Defendant of the amounts invoiced upon receipt.
13. In breach of contract and in breach of the terms of the Retainer, the Defendant has failed (and / or has refused) to pay the balance due to the Plaintiff which is outstanding from the above invoices. The balance due to the Plaintiff is US\$23,194.92, as reflected in the 14 July 2022 invoice.
14. The Plaintiff has made various requests for the said outstanding sum, however the Defendant has not paid the same. In response to requests for payment, the Defendant raised various concerns by way of asserted complaint and / or in an attempt to avoid payment. Such concerns were discussed extensively in the offices of the Plaintiff on the 4th November 2022 and were thereafter comprehensively responded to in a 14-page letter sent to the Defendant on the 8th November 2022. As such, the Plaintiff categorically avers that there is no justifiable basis whatsoever for the Defendant to either (i) complain about the services received, or (ii) to not honour his contractual commitment to the Plaintiff, bearing in mind the extensive work undertaken by the Plaintiff.
15. Accordingly, at the time of filing this claim, there remains a balance owing by the Defendant to the Plaintiff in the sum of US\$23,194.92.

16. In the premises, the Plaintiff claims that the Defendant is in breach of contract as aforesaid and seeks judgment against the Defendant in the principal sum of US\$23,194.92, together with contractual interest at the rate of 1% per month compounded monthly in accordance with paragraph 6.2 of the Retainer (and General Terms and Conditions incorporated therein), commencing on the 14 July 2022 to date, calculated as follows:

14 July – 13 August 2022:	231.95
14 August – 13 September 2022:	234.27
14 September – 13 October 2022:	236.14
14 Oct – 13 November 2022:	238.97
14 Nov. – 13 December 2022:	<u>241.36</u>
<u>Total interest as at 13 December 2022:</u>	<u>US\$1,182.69</u>

17. The Plaintiff pleads and relies on:

- (a) s.34(6) of the Judicature Act (2021 Revision) in claiming interest as aforesaid due under the agreed contractual terms of the Retainer as set out in paragraphs 16 above; alternatively
- (b) the Judgment Debts (Rates of Interest) Rules 2008 and seeks pre-judgment interest at the rate of 2¾% p.a. in accordance with to s.34 of the Judicature Act (2013 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision), and pleads that it is entitled to both pre-judgment and post-judgment interest at that said rate.

AND the Plaintiff therefore claims:

- a) Judgment against the Defendant in the sum of **US\$23,194.93**;
- b) Pre-judgment interest from 14 July to 13 December 2022 at the contractual rate of 1% per month compounded monthly in the sum of **US\$1,182.69** as set out in paragraph 16 above and continuing to the date of judgment, alternatively at the statutory rate as requested at paragraph 17(b) above;
- c) Post-judgment interest running at the contractual rate of 1% per month compounded monthly from the date of judgment to the date of full payment, alternatively at the statutory rate as requested at paragraph 17(b) above;
- d) 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 as may be just;
- e) Such further and other relief as to this Honourable Court may seem just.

DATED at George Town, Grand Cayman this 13th day of December 2022.



 Hampson and Company (a firm)
 Plaintiff

Filed by the Plaintiff whose address for service is C/o: Hampson and Company, Attorneys-at-Law, Apollo House East, 87 Mary Street, 4th Floor, George Town, P.O. Box 698 Grand Cayman KY1-1107

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2022

BETWEEN:

HAMPSON AND COMPANY (a firm)

PLAINTIFF

AND:

RODERICK HARBECK

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

Roderick Harbeck
Unit 2, Coccoloba Condominiums
1002 South Church Street,
South Sound Grand Cayman

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 December 2022

See Overleaf

(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.