

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 220 OF 2019

B E T W E E N:

HSM CHAMBERS (A FIRM)



Plaintiff

AND

SHELLY-ANN BLUMFIELD

Defendant



PLAINT



TO:
Shelly-Ann Blumfield
P.O. Box 1807
George Town,
Grand Cayman, KY1-1109
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 Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 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 13 day of November 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with an address of P.O. Box 807 George Town, Grand Cayman, KY1-1109, Cayman Islands.
3. Pursuant to a signed letter of engagement dated 11 April 2019, the Defendant engaged the Plaintiff to provide legal advice and assistance in relation to an Immigration issue ("Engagement Letter").
4. The Defendant agreed, *inter alia*, to the following terms in the Engagement Letter:
 - a. The Plaintiff's fees would be payable within 14 days of the date of the invoice;
 - b. The Plaintiff would be entitled to charge interest at the rate of 10% per annum on any outstanding balance not settled within 30 days of the date of the invoice being rendered;
 - c. In the event that the invoice remained unpaid and legal proceedings were commenced, the Defendant would be liable to pay all costs of collection, including legal fees, on an indemnity basis including expenses and disbursements.
5. On or around 17 April 2019, the Plaintiff issued invoice #4266161 for US\$500 for services rendered which was sent to the Defendant via email.
6. In breach of the Engagement Letter, the Defendant failed to pay the invoice as and when due. Accordingly, the Defendant owes to the Plaintiff the sum of US\$500 together with interest thereon at the rate of 10% per annum pursuant to the terms of the Engagement Letter from 18 May 2019 to 13 November 2019 in the sum of CI\$24.52 and continuing at the rate of CI\$0.14 per diem until the debt is discharged in full.
7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$500 being the principal sum due;

- b) Pre- and post-judgment interest at the rate of 10% per annum pursuant to the terms of the Engagement Letter from 18 May 2019 to 13 November 2019 in the sum of CI\$24.52 and continuing at the rate of CI\$0.14 per diem until the debt is discharged in full.
- c) Costs in accordance with the summary Court Rules 2004;
- d) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$500 as of the date of filing. The amount of the filing fees to commence the proceeding is C\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the Plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 4(b) above.
2. The prescribed rate of interest is 10% per annum.
3. The date from which interest is payable is from 18 May 2019.
4. The amount of interest accruing due each day is US\$0.14 per day.

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 418107.0027)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2019

B E T W E E N:

HSM CHAMBERS (A FIRM)

Plaintiff

AND

SHELLY-ANN BLUMFIELD

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.

Dated this day of 2019

Defendant's Signature
See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

Defendant's Signature

REMINDER -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.