
AXEL-LAW

SUITE #15
JAMES FORT BUILDING
Hincks Street
Bridgetown, BB11144
Barbados, West Indies.

Tel: (246) 435-4468
Fax: (246) 228-1779

website:
www.axel-law.com

November 11, 2014

Justin & Brunetta McIntosh
1st Ave Pine Plantation
Cedar Hill
ST. MICHAEL.

Dear Sirs:

Re: Professional Services rendered to Justin & Brunetta McIntosh by Bernadette D. Callender Attorney-at-Law with respect to Contract for Sale of Land at Ashton Hall, St. Michael and claim against FirstCaribbean International Bank (Barbados) Ltd.

We present herewith the draft invoice requested by you.

We think it critical to address several issues. Based on the enquiries made by you and others on your behalf, there appears to have been a misconception by you that FirstCaribbean International Bank (Barbados) Ltd will pay the full sum of your costs.

In the first instance, it must be made clear that the Order made by Madam Justice Crane-Scott does not require FirstCaribbean International Bank (Barbados) Ltd [FCIB] to compensate you on an indemnity basis. In other words, this means that FCIB is not liable to pay 100% of your legal costs. You are therefore liable for a part of the cost incurred in connection with CV1339/2008 Justin McIntosh et al v. FirstCaribbean International (Barbados) Ltd.

In multiple consultations with you, you were informed and well apprised of the preparations being made in connection with the assessment of damages in CV1339/2008 mentioned above, inclusive of research and drafting of the various pleadings and documents.

Given the change of attorneys-at-law FCIB is not liable to pay for the costs incurred by this office in preparation for the assessment of damages; consequently these costs must be paid by you.

BERNADETTE D. CALLENDER
LL.B HONS. (U.W.I)
Attorney-at-Law

Email:
bdc.axel@gmail.com

2 | November 11, 2014

Justin & Brunetta McIntosh

Re: Professional Services rendered to Justin & Brunetta McIntosh by Bernadette D. Callender Attorney-at-Law with respect to Contract for Sale of Land at Ashton Hall, St. Michael and claim against FirstCaribbean International Bank (Barbados) Ltd.

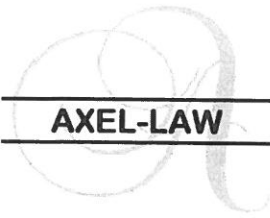
You must also note that prior to the court action professional services were rendered by this office in connection with the pending agreement for sale, this cost is to your account.

We anticipate prompt payment on the invoice, failing which we will settle a Bill of Costs for taxation before the Court.

Yours faithfully,

AXEL-LAW

Per: *Bernadette D. Callender*



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 Barbados, West Indies.
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 Email: bcallender@axel-law.com
bdc.axel@gmail.com

INVOICE. #	
VAT REGISTRATION	7202140067


BILL TO
Mr. Justin & Brunetta McIntosh 1 st Ave. Pine Plantation Road Cedar Hill <u>ST. MICHAEL</u>

DRAFT INVOICE

#	Item	Disbursements \$	Professional Costs \$
1.	To: Professional Services provided in and about Sale/Purchase of land at Ashton Hall, St. Peter <ul style="list-style-type: none"> - Taking instructions with respect to pending agreement for sale; - To telephone conference with, drafting and settling letter of enquiry to Ms. Eva Jeffers (former attorney-at-law) of Yearwood & Boyce Attorneys-at-Law or the Claimants - To perusal of file retrieved from Yearwood & Boyce inclusive draft Agreements for sale and concluded agreement for sale, correspondence passing between Derrick Odderson Attorney-at-Law, Samuel Legay Attorney-at-Law and Eva Jeffers Attorney-at-Law review of recorded client instructions. To research on issues arising. - Search on Title and examination of findings - To consultation with clients on issues arising out of the file (9 recorded consultations) and tele-conferences - To telephone conferences with S. Legay Attorney-at-Law and negotiations on alternative resolution - To corresponding with Claimants in respect of the substantive matter and to acting generally on the same. 	225.00	6,750.00
2.	Proposed Alternative Sale/Purchase Agreement – Justin McIntosh et ux <ul style="list-style-type: none"> - To taking clients' instructions and consultations in connection therewith 		

	<ul style="list-style-type: none"> - To research on contractual obligations and prospects alternative remedies pursuant to the terms of the Agreement for Sale and advising client thereon - To corresponding with Kathy A. Hamblin Attorney-at-Law in respect of alternative sale, to research on prospect for cancellation of contract for sale; - To corresponding with Samuel LeGay Attorney-at-Law in connection with proposed sale/purchase and subsisting tenancy agreement and to acting generally in respect of the same. <p>3. Assessment of Damages pursuant to Order of Court</p> <ul style="list-style-type: none"> - Review of Judgement of the Court - Time Spent on accumulating evidence including the procurement of a valuation by and advising clients in connection therewith - To review of revised valuation and quantification of damages and to time spent in preparing the same; - To time spent in researching the procedural and substantive issues for assessment in several jurisdictions - To preparation of draft application and draft Affidavit in support of damages claimed and preparation of skeleton arguments and acting generally in respect of the same. 		<p style="text-align: right;">4, 687.50</p> <p style="text-align: right;">7, 875.00</p>
	VAT @17.5%	225.00	3, 379.68
	BALANCE DUE		22, 917.18
	<p>*Calculated on abated hours and hourly rate of \$375.00 per hour. *Interest at the rate of 1.5% per month for payments that are overdue for 30 days. *Please make all cheques payable to AXEL-LAW</p>		

Dated this 23rd day of November 2014.



AXEL-LAW
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