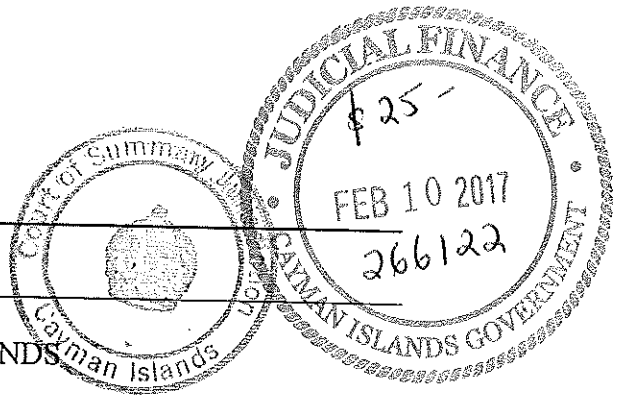


PLAINT

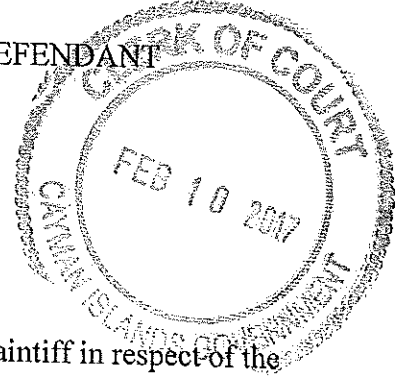


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC. 29 OF 2017

BETWEEN: Kirkconnell Enterprises Ltd T/A Kirk Home Centre PLAINTIFF

AND: Dwainey Wilson T/A Dwainey Construction DEFENDANT



TO: Dwainey Wilson T/A Dwainey Construction  
East End, Grand Cayman  
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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court's Office, P.O.Box 495, GT, Grand Cayman, 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 10<sup>th</sup> day of February, 2017.

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## PARTICULARS OF CLAIM

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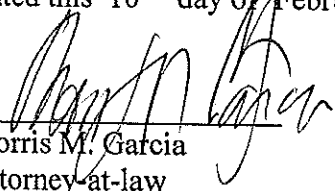
1. The Plaintiff is and was at all material times a company organized and carrying on business, pursuant inter alia, to the Laws of the Cayman Islands. The plaintiff's address for service is in care of Morris M. Garcia, Esq, 1<sup>st</sup> Floor, Artemis House, 67 Fort St, GT, Grand Cayman.
2. The Defendant is a sole trader in a business entity known as Dwayne Construction operating inter alia, a construction business in George Town, Grand Cayman and is and was at all material times a customer of the Plaintiff.
3. Between June 6 and 17, 2015 the defendant issued six (6) cheques to the plaintiff in the sum of CI\$ 3,959.19 which cheques were not honoured by the defendant's bank.
4. Further and in the alternative, the defendant issued CNB cheque#320 for CI\$1,181.86, #323 for CI\$495.00, # 324 for CI\$ 371.25; #326 for CI\$1,056.00; # 327 for CI\$138.89 and cheque # 331 for CI\$ 371.25 for a total of 3,959.19 for goods/merchandise obtained from the plaintiff. The plaintiff supplied the goods to the defendant who has only made two payments amounting to CI\$650.00 towards satisfying the said debt.
5. Returned cheques incur service charges thereby bringing the total amount owed to CI\$ 4,459.19.
6. Despite demand and requests, the defendant has failed and is still failing/refusing to pay the remaining balance on the debt of CI\$3,809.19.
7. The plaintiff claims interest on the said sums pursuant to the Judicature Law (2007 Revision) and the Judgment Debts Rates of Interest Rules, as amended from time to time.

### AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

1. The said sum of CI\$3,809.19
1. Interest on the said sum pursuant to the Judicature Law(2007 Revision) and the Judgment Debt Rates as amended from time to time.

2. Costs of CI\$250.00 or in the alternative costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001, and
3. Such further and other relief as this Court may deem just.

Dated this 10<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
Morris M. Garcia  
Attorney-at-law

Filed by Morris Garcia, 1<sup>st</sup> floor, Artemis House, 67 Fort St, GT, Grand Cayman, attorney-at-law for the Plaintiff.



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**PARTICULARS OF DEFENCE**

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( Here set out in numbered paragraphs the grounds upon which the defendants say that it//she/they is/are not liable to the plaintiff or is/are not liable for the full amount claimed )

\_\_\_\_\_  
Defendant's signature

REMINDER:

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