
PLAINT



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 61 OF 2019

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

AND: Garton O'Connor T/A Odac International DEFENDANT

TO: Garton O'Connor T/A Odac International
BT, 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's Office, P.O.Box 495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest 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 further notice to you.

Issued this 20 day of March 2019.

PARTICULARS OF CLAIM

1. The plaintiff is and was at all material times a body corporate incorporated in, the Cayman Islands and carrying on business pursuant, inter alia, to the Company Laws of the Cayman Islands. The plaintiff's address for service is in care of their attorney-at-law, Morris Garcia, 1st floor, Artemis House, 67 Fort St, GT, Grand Cayman.
2. The defendant is a sole trader operating a business in Grand Caymanas Odac International and is and was at all material times a customer of the plaintiff.
3. On or about 8/2/17, 17/2/17 and 21/2/17 the defendant issued Fidelity Bank cheques nos. 1765, 1766, 1776 and 1778 payable to the plaintiff in the sums of CI\$335.46, \$335.47, \$265.80 and \$175.98 respectively which cheques were dishonoured by the defendant's bank being marked "Refer to Drawer" due to the defendant not having sufficient funds in his bank account to cover the amount of the cheques.
4. Further and in the alternative, the defendant issued Fidelity Bank cheques nos. 1765, 1766, 1776 and 1778 respectively for a total of CI\$1,112.71 for goods/merchandise obtained from the plaintiff. The plaintiff supplied the goods to the defendant but to date the defendant has not made any payment on the amount owed despite demands upon him to do so.
5. Returned or dishonoured cheques incur a service charge thereby bringing the total amount owed to date to CI\$1,352.71
6. The plaintiff is also entitled to pre-and post judgment interest in accordance with the Judicature Law and the Judgment Debts Rates of Interest Rules.
7. And the plaintiff claims from the defendant the sum of CI\$1,352.71 and claims interest on the said sum.

AND THE PLAINTIFF CLAIMS:-

- a) The said sum of CI\$1,352.71
- b) Pre- and Post judgment interest pursuant to the Judicature Law and the Judgment Debt Rates of Interest Rules as amended from time to time
- c) Costs in the sum of CI\$150.00 plus filing fee and service fees, alternatively cost to be assessed.
- d) Such further or other relief as the court deems fit and proper.

Dated this 20 day of March , 2019.



Morris Garcia

Attorney-at-law for the Plaintiff.

STATEMENT REGARDING INTEREST

1. Pre-judgment interest is claimed from April 2017 to date of filing of the plaint in the sum of CI\$64.25
2. Post-judgment interest is claimed from date of filing of plaint to full payment
3. The rate of interest is 2 3/8% per annum
4. The amount of interest accruing each day from the date of filing of the plaint is CI\$.8.

ACKNOWLEDGMENT OF SERVICE

IN THE SUMMATRY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC

OF 2019

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

AND: Garton O'Connor T/A Odac International DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the 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 need 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 particulars of your defence overleaf.

Service of the PLAINT is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2019.

SEE OVERLEAF

PARTICULARS OF DEFENCE

(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, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.