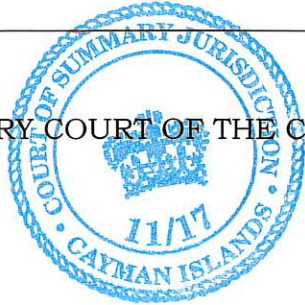
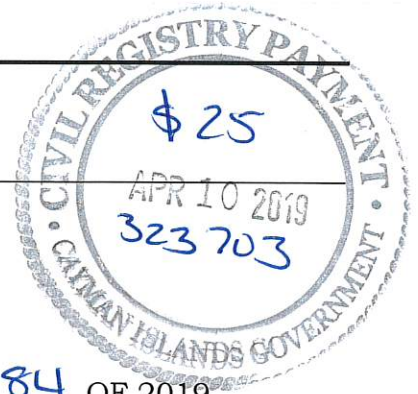


PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



CAUSE NO. SC 84 OF 2019



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

AND: Genesis Construction Co. Ltd 1<sup>st</sup> DEFENDANT

AND: Tousaint Burke 2<sup>nd</sup> DEFENDANT

TO: 1<sup>st</sup> & 2<sup>nd</sup> Defendants

P.O.Box 2192, KY1-1105

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 8<sup>th</sup> day of April, 2019.

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## PARTICULARS OF CLAIM

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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, 1<sup>st</sup> floor, Artemis House, 67 Fort St,GT, Grand Cayman.
2. The 1<sup>st</sup> defendant is a local company operating a construction business in Grand Cayman and is and was at all material times a customer of the plaintiff.
3. The 2<sup>nd</sup> defendant is a director/owner of the 1<sup>st</sup> defendant and at all material times held himself out as doing business for and on behalf of himself and the 1<sup>st</sup> defendant.
4. On or about March 20, 2018 the defendant issued a Bank of Butterfield cheque no. 000274 payable to the plaintiff in the sum of CI\$9,672.79 which cheque was 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 on the cheque.
5. Further and in the alternative, the defendant issued Bank of Butterfield cheque no. 000274 in the amount of CI\$9,671.79 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 it to do so.
6. The defendants subsequently made some payments on the debt, leaving a balance of CI\$6,331.99 inclusive of service charge for returned cheques.
7. 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.

8. And the plaintiff claims from the defendant the sum of CI\$6,331.99 and claims interest on the said sum.

AND THE PLAINTIFF CLAIMS:-

- a) The said sum of CI\$6,331.99
- 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 8<sup>th</sup> day of April, 2019.



Morris Garcia

Attorney-at-law for the Plaintiff.

**STATEMENT REGARDING INTEREST**

1. Pre-judgment interest is claimed from May 1, 2018 to date of filing of the plaint in the sum of CI\$150.38.
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\$0.41

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ACKNOWLEDGMENT OF SERVICE.

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IN THE SUMMATRY COURT OF THE CAYMAN ISLANDS

CAUSE N. SC

OF 2019

BETWEEN: KirkConnell Enterprises Ltd T/A Kirk Home Centre PLAINTIFF  
AND: Genesis Construction Co. Ltd 1<sup>st</sup> DEFENDANT  
AND: Tousaint Burke 2<sup>nd</sup> 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.

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Defendant's Signature

Dated this            day of            , 2019.

**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).

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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.