

PLAINT

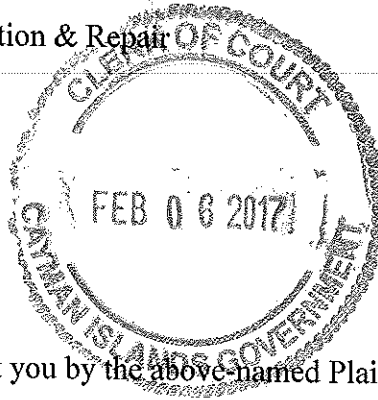


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC. 0022 OF 2017

BETWEEN: Kirkconnell Enterprises Ltd T/A Kirk Home Centre PLAINTIFF
AND: Island Smart Construction & Repair 1st DEFENDANT
AND: Phillip Dixon 2nd DEFENDANT

TO: 1st and 2nd Defendants
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 6th day of February, 2017.

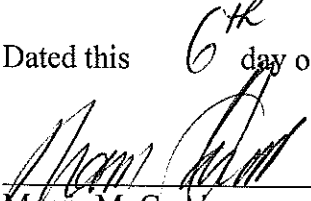
PARTICULARS OF CLAIM

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 its attorney, Morris M. Garcia, Esq, 1st Floor, Artemis House, 67 Fort St, GT, Grand Cayman.
2. The 1st Defendant is a business entity operating inter alia, a construction business in Grand Cayman, Cayman Islands and is and was at all material times a customer of the plaintiff.
3. The 2nd Defendant is a director/owner of the 1st Defendant and at all material times held himself out as doing business on behalf of the 1st defendant.
4. On or about September 11 and October 29, 2011, the defendants issued two cheques payable to the plaintiff in the amount of CI\$ 2,548.30 which cheques were not honoured by the defendants' bank.
5. Further and in the alternative, the defendants issued RBC cheque #00048 and RBC cheque # 00053 for a total of CI\$2,548.30 for goods/merchandise obtained from the plaintiff. The plaintiff supplied the goods to the defendants but to date the defendants have not made any payment on the amount owed despite demands upon them to do so.
6. Returned cheques incur a service charge thereby bringing the total amount owed to date to CI\$2,648.30.
7. As a result of the above, the plaintiff has suffered loss and damage and is entitled to the relief being sought.

AND THE PLAINTIFF CLAIMS:-

1. The said sum of CI\$2,648.30
2. Interest on the said sum pursuant to the Judicature Law(2007 Revision) and the Judgment Debt Rates as amended from time to time.
3. Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001, and
4. Such further and other relief as this Court may deem just.

Dated this ^{6th} day of February, 2017.



Morris M. Garcia
Attorney-at-law

PARTICULARS OF DEFENCE

(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)

1st Defendant's signature

2nd Defendant

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.