

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 184 OF 2017

BETWEEN:

APEX PERIMETER PROTECTION

Plaintiff

AND:

GENESIS CONSTRUCTION CO. LTD

Defendant



PLAINT



To: The Defendant

Genesis Construction Co Ltd of 19 Fort Street George Town 2<sup>nd</sup> Floor Jack and Jill Building PO Box 822

**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 office, PO Box 495 GT George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest these proceedings. 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 Acknowledgement of Service form.

**If you fail** to satisfy the claim or to return the Acknowledgement of Service containing full particulars of your defence, the Plaintiff may apply for a **default judgement** without any further notice to you.

ISSUED this 12<sup>th</sup> day of Sept 2017.

**NOTE** – this Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

See overleaf for particulars of the Plaintiff's claim.

**PARTICULARS OF CLAIM**

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1. The Plaintiff and the Defendant entered into an agreement for the provision and installation of motorized rollup shutters and momentary key switches for the Amazon café property on Elgin Avenue for a value of CI\$6,240.00. The terms of the agreement are contained in the pro forma invoice dated December 21 2015.
2. The Defendant paid the deposit of CI\$2,995.00 to the Plaintiff.
3. The Plaintiff completed the installation of the shutters and key switches as agreed.
4. The Plaintiff issued an invoice on 21<sup>st</sup> June 2016 for settlement on 21<sup>st</sup> July 2016 for CI \$3,245.
5. To date, the Defendant has failed to pay the outstanding sum of CI\$3,245.
6. In accordance with the terms of the agreement, the Plaintiff is entitled to charge 1.5% interest per month on the outstanding fees and are also entitled to be indemnified for legal fees and expenses incurred in collecting the outstanding amounts.
7. Despite numerous requests by the Plaintiff by telephone and emails, the Defendant has failed to pay the outstanding sums.
8. The Plaintiff's attorney by letter addressed to the Defendant dated 2 August 2017 demanded the payment of CI\$4,404 being outstanding sums with interest and attorneys costs.
9. The Defendant failed to pay any of the amount requested.

**AND THE PLAINTIFF CLAIMS:-**

- (i) the sum of CI\$3,245;
- (ii) Interest thereon pursuant to the contract at the rate of 1.5% per month from July 21 2016 to date;
- (iii) Attorneys costs pursuant to the terms of the contract of CI\$600 to the date of filing the plaint;
- (iii) Costs



**Plaintiff's signature**

**Plaintiff's address for service**

**Higgs & Johnson**

Willow House, 2<sup>nd</sup> Floor, Cricket Square | P. O. Box 866, Grand Cayman KY1-1103,  
Cayman Islands

Attention: Ms. Jo-Anne Stephens

No. 2  
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 184 of 2017

**BETWEEN:**

**APEX PERIMETER PROTECTION**

**Plaintiff**

**AND:**

**GENESIS CONSTRUCTION CO. LTD**

**Defendant**

**ACKNOWLEDGMENT OF SERVICE**

1 State 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 want 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 full particulars of your defence overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**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)

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Defendant's Signature

**REMINDER** - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.