



PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO.SC 136 2019



BETWEEN: Island Construction Company Limited PLAINTIFF
AND: Genesis Construction Co. Ltd 1st DEFENDANT
AND: Toussaint Burke 2nd DEFENDANT

TO: Genesis Construction Co. Ltd & Toussaint Burke
George Town, Grand Cayman

THIS PLAINT has been issued against you by the above-named Plaintiffs 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 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 18th day of June, 2019.

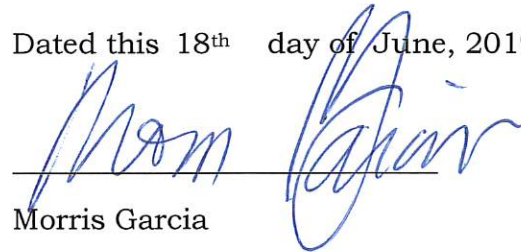
PARTICULARS OF CLAIM

1. The plaintiff is and was at all material times a body corporate incorporated in, the Cayman Islands and carrying on construction 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 1st 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 2nd defendant is a director/owner of the 1st defendant and at all material times held himself out as doing business for and on behalf of himself and the 1st defendant.
4. Between January 13 and February 13, 2018, the plaintiff rented metal props, table and support beam to the defendants for a sum amounting to CI\$6,680.00. The defendants paid CI\$6,000.00 leaving a balance of CI\$680.00. For the period February 13 to March 13, 2018, the plaintiff again rented the said equipments to the defendants for the sum of CI\$6,680.00 thereby resulting in a total amount CI\$7,360.00. (\$680 + \$6680.)
5. The defendants paid CI\$1,000.00 towards the above sum leaving a balance of CI\$ 6,360.00.
6. The defendants have made numerous promises to the plaintiff that they will settle these sums but have failed/refused to do so to date.
7. That as a result of the defendants breach of their contract with the plaintiff, he has suffered loss and damage.
8. And the plaintiff claims from the defendants the sum of CI\$6,360.00 and claims interest on the said sum.

AND THE PLAINTIFF CLAIMS:-

- a) The said sum of CI\$6,360.00
- b) 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 18th day of June, 2019.



Morris Garcia

Attorney-at-law for the Plaintiff.

STATEMENT REGARDING INTEREST

1. Interest is claimed from date of filing of plaint to full payment
2. The rate of interest is 2 3/8% per annum
3. The amount of interest accruing each day from the date of filing of the plaint is
4. CI\$0.41

Filed by Morris Garcia, 1st floor, Artemis House, 67 Fort St, GT, Grand Cayman, Attorney-at-Law for the plaintiff.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants say that they are not liable to the Plaintiff or are not liable for the full amount claimed).

Defendants' Signature(s)

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.