

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC 0029 OF 2016

BETWEEN:

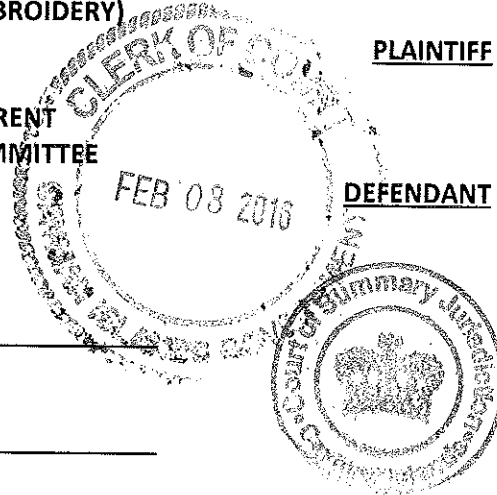
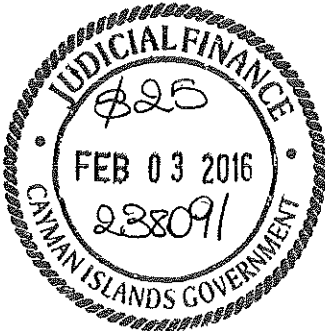
LEE ROY GOULDBOURNE
(T/A ACE SCREENPRINT & EMBROIDERY)

PLAINTIFF

AND:

JOHN GRAY HIGH SCHOOL PARENT
TEACHERS' ASSOCIATION COMMITTEE

DEFENDANT



PLAINT

To: Kristin Jackson
John Gray High School PTA
CAYMAN ISLANDS

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, 61 Albert Panton Street, P.O. Box 495, KY1-1106, 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 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 the full particulars of your Defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued: 3rd day of February, 2016

PARTICULARS OF CLAIM

1. The Plaintiff conducted business with the John Gray High School since 1980.
2. The business relationship started during the life of the now deceased John Evans. The relationship consisted of the Plaintiff's company, namely Ace Screenprint & Embroidery supplying T-shirts, which displayed the John Gray High School printed logo on the physical education uniforms together with banners that were used for different events at the John Gray High School.
3. The business relationship was continuous during the various yearly elections of the PTA Committee itself.
4. The Plaintiff's company namely Ace Screenprint & Embroidery was incorporated on 7 April 1997 to operate and carry on business in the Cayman Islands.
5. During mid-August 2011 a representative of the John Gray High School PTA, namely Denise Johnson contacted the Plaintiff by telephone and placed an order, which comprised of the following Hanes T-shirts:
 - (1) 72 - 5280 Hanes red T-shirts consisting of 24 medium, 24 large and 24 x-large;
 - (2) 72 - 5290 Hanes light blue T-shirts consisting of 24 medium, 24 large and 24 x-large;
 - (3) 72 - 5370 Hanes light blue T-shirts consisting of 72 large;
 - (4) 72 - 5280 Hanes yellow T-shirts consisting of 24 medium, 24 large and 24 x-large;
 - and
 - (5) 75 - 5280 Hanes yellow T-shirts consisting of 27 small, 24 large and 24 x-large.

At CI\$7.00 per T-shirt the total price of the above order was CI\$2,505.00 which was due and payable upon delivery of the T-shirts.
6. As mentioned above the Plaintiff and the Defendant maintained a reasonably good relationship. This business relationship developed over the course of many years and as such whenever an order was placed a deposit was never taken; even though it was a company policy.
7. The Plaintiff completed the work order for the T-shirts and delivered the merchandise to John Gray PTA Committee within the agreed time limits established by the Defendant.

8. On 30 August 2011 the Plaintiff issued invoice #11645 in the amount of CI\$2,505.00. The invoice was emailed to the Defendant, as evidenced by signature on invoice dated 9 September 2011.
9. On 10 July 2012 payment was received from the Defendant in the amount of CI\$700.00. This payment being the only payment made on invoice #11645. No further payments received to date and the outstanding balance currently stands at CI\$1,805.00.
10. On 29 May 2015 the Plaintiff's wife received a telephone call from the President of the John Gray PTA Committee, Ms. Kirstin Jackson.
11. Ms. Jackson requested a copy of the All for Sport logo and explained she would like to receive same in a .jpeg or gif format, which was used on the physical education uniforms for the John Gray High School.
12. During the subsequent telephone conversation Ms. Jackson was reminded by the Plaintiff's wife of the outstanding account balance.
13. Ms. Jackson followed up the aforementioned telephone call by email in which she stated:

We are also working on sending two checks over to cover your overdue amount of approx. \$1900. This will hopefully be paid out before September of 2015.

We appreciate Ace Screen print for working with the JGHS PTA and do hope we can settle the overdue amount sooner than later. I have taken over as PTA President and hope to ensure payment by September 2015.
14. The Plaintiff has tried to recover the outstanding amount owed by the Defendant but all efforts have been unsuccessful to date.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$1,805.00;
2. Interest in the sum of CI\$42.96 calculated at the prescribed rate from 10 July 2012 (1303 days) to date.

3. Interest to be continued until this matter is settled in the amount of CI\$1,805.00 x 2.38% = CI\$ 42.96 ÷ 12 = CI\$3.57 ÷ 30 days = CI\$0.12 per day.
4. Fixed costs of \$175.00 + CI\$30.00 (service in George Town), alternatively costs to be assessed.

DATED: 3rd February, 2016



Leroy Gouldbourne

Plaintiff

245 916-3031 LNG @ CANDW. KY

TO: The Clerk of the Court

AND TO: Kristin Jackson
John Gray PTA Committee
CAYMAN ISLANDS

This **PLAINT** was issued by Lee Roy Gouldbourne, whose address for service is 171 Eastern Avenue, PO Box 10862, Grand Cayman KY1-1007, Cayman Islands.

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LEE ROY GOULDBOURNE
(T/A ACE SCREENPRINT & EMBROIDERY)

PLAINTIFF

AND:

JOHN GRAY HIGH SCHOOL PARENT
TEACHERS' ASSOCIATION COMMITTEE

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address:

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

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

yes no

Service of the Plaintiff is acknowledged accordingly

Defendant's signature

DATE:

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 for, or is not liable for the full amount claimed.)

1.

2.

3.

Defendant's signature

REMINDER: This form must be taken to or sent to the Court Office, Law Courts, 61 Albert Panton Street, P.O. 495, Grand Cayman, KY1-1106, within 14 days of receipt otherwise default judgment may be entered against you.