

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC0041 OF 2016

BETWEEN:

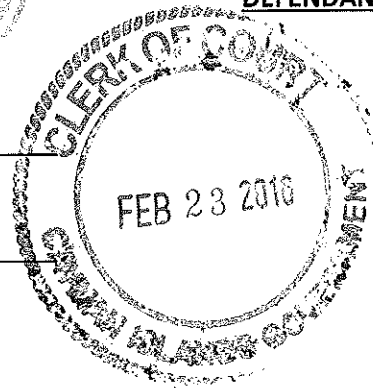
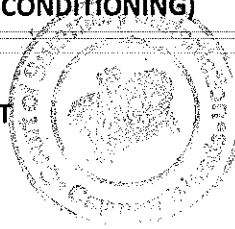
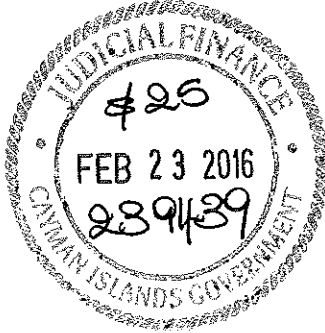
STAFFORD JACKSON  
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

AND:

RODNEY PARCHMENT

DEFENDANT



PLAINT

To: Rodney Parchment  
Powery Road  
West Bay  
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: 23<sup>rd</sup> day of February, 2016

### PARTICULARS OF CLAIM

1. On 31 May 2007 the Defendant requested the services of Universal Air-Conditioning. The Plaintiff recommended that the 4 ton condenser be replaced and the work was completed, as requested by the Defendant.
2. The total costs for the Plaintiff's services in relation to the aforementioned installation and was CI\$2,380.00. However, the Defendant received a "preferred customer discount" in the amount of CI\$119.00 so actual bill amounted to CI\$2,261.00
3. The Plaintiff outlined the material that was to be supplied to the Defendant and specified the rate that would be charged in relation to the aforementioned installation. The Plaintiff also stated the overdue charge at a rate of 2.0 percent per month on all unpaid accounts.
4. The Defendant accepted the conditions and duly authorized the Plaintiff to undertake work as specified with regards to the installation of the condenser.
5. The Plaintiff completed the installation of the condenser and the Defendant was satisfied at the completion of the installation.
6. The Plaintiff emailed invoice no. 3281 to the Defendant on 31 May, 2007 in the amount of CI\$2,261.00 for the professional charges in relation to the installation of the condenser.
7. The Defendant paid a total amount of CI\$1,100.00 toward the original invoice as follows:
  - (i) 1<sup>st</sup> payment – 31 May 2007 in the amount of CI\$1,000.00 (in cash)
  - (ii) 2<sup>nd</sup> payment – 11 March 2009 in the amount of CI\$100.00 (in cash)
8. The Defendant was clear of the outstanding monies due to the Plaintiff. The Plaintiff clearly outlined that the finance charge of 2.0% per month would be an additional costs to the Defendant should the debt not be paid in full.

9. The Plaintiff sent monthly statements as a reminder to the Defendant as to the outstanding amount due on the debt but no monies were forthcoming on behalf of the Defendant.
- ~~10. On 24 November, 2015 the Defendant was contacted yet again and told the Plaintiff that he was not aware of the balance owed to the Plaintiff and asked for invoices to evidence the amount owed.~~
11. The Plaintiff provided the invoices as requested by the Defendant on 24 November, 2015.
12. A considerable amount of time had lapse after the installation of the unit at the Defendant's residence but the Plaintiff regularly was in contact by telephone and email with the Defendant in relation to the debt.
13. The Plaintiff sent monthly invoices capturing the amount of debt remaining to the Defendant but the Defendant has refused to acknowledge and address the outstanding debt.
14. The Plaintiff being a reasonable and fair businessman accepted that there were unforeseen circumstances that individuals may experience and was willing to work with the Defendant at all material times.
15. The Plaintiff believed that the Defendant would pay the total amount charged for the installation of the units and was more than willing to offer the Defendant a payment plan to assist with any hardships the Defendant might be experiencing.
16. 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:**

7. is \$1,100.00

Claims:

1. \$9,371.17
2. \$223.03
3.  $\$223.03 \div 12 = \$18.59 \div 30 = \$0.62$  per day

- 
1. The sum of CI\$9,371.17;
  2. Interest in the sum of CI\$223.03 calculated at the prescribed rate from 31 May 2007 (3,190 days) to date.
  3. Interest to be continued until this matter is settled in the amount of CI\$9,371.17 x 2.38% = CI\$223.03  $\div$  12 = CI\$18.59  $\div$  30 days = CI\$0.62 per day.
  4. Fixed costs of \$175.00 + CI\$30.00 (service in George Town), alternatively costs to be assessed.

DATED: 23<sup>rd</sup> February, 2016



**Stafford Jackson**  
**(T/A Universal Air-Conditioning)**  
Plaintiff

TO: The Clerk of the Court

AND TO: Rodney Parchment  
Powery Road  
West Bay  
CAYMAN ISLANDS

This **PLAINT** was issued by Universal Air-Conditioning, whose address for service is PO Box 11974, Grand Cayman KY1-1010, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC 0041 OF 2016

BETWEEN:

STAFFORD JACKSON  
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

AND:

RODNEY PARCHMENT

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 Plaint 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.