

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC 0063 OF 2016

BETWEEN:

STAFFORD JACKSON
(T/A UNIVERSAL AIR-CONDITIONING)

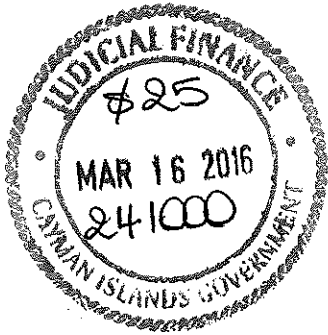


PLAINTIFF

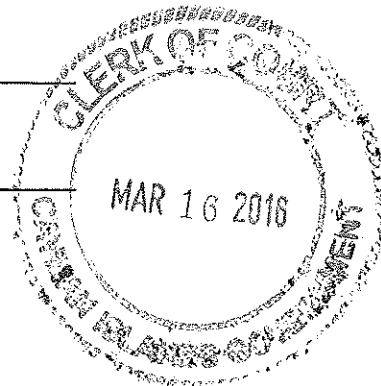
AND:

CHERRY WHITTAKER

DEFENDANT



PLAINT



To: Cherry Whittaker
156 Figtree Drive
Northward, Bodden Town
Grand Cayman
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 Complaint 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: 15th day of March, 2016

PARTICULARS OF CLAIM

1. On 1 October 2007 the Defendant requested the services of the Plaintiff (T/a Universal Air-Conditioning) located 156 Figtree Drive, Northward, Bodden Town, Grand Cayman.
2. Upon inspection of the property the Plaintiff installed one Lennox H/E 2 ton air handler, one emergency drain pan and 163S liquid line filter drier.
3. The Defendant accepted the conditions and duly authorized the Plaintiff to undertake work as specified with regards to the installation. The Plaintiff completed the installation and the Defendant was satisfied at completion.
4. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$1,995.00 and as such invoice no 3705 dated 1 October 2007 was provided to the Defendant.
5. The total payment received from the Defendant was CI\$1,300.00 listed below as follows:
 - (i) 1st payment received on 3 Oct 2007 in the amount of CI\$1,000.00 (cash)
 - (ii) 2nd payment received on 2 Jul 2008 in the amount of CI \$100.00 (cash)
 - (iii) 3rd payment received on 25 Jul 2008 in the amount of CI\$200.00 (cash)
6. 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 the prescribed time limits.
7. 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.


8. The Defendant was contacted on 1 June 2015 requesting payment of outstanding invoice but to date no response has been received. It is apparent that the Defendant is not willing or has refused to pay the amount owed to the Plaintiff at this time.
9. A considerable amount of time had lapse after the installation of the units at the Defendant's residence and the Plaintiff has regularly been in contact by telephone and email with the Defendant in relation to this debt.
10. 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.
11. The Plaintiff being a reasonable and fair businessman accepted that there may be unforeseen circumstances that individuals can experience and is willing to work with the Defendant at all material times.
12. 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.
13. 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\$14,964.14;
2. Interest in the sum of CI\$356.15 calculated at the prescribed rate from 1 October 2007 (3088 days) to date.
3. Interest to be continued until this matter is settled in the amount of CI\$14,964.14 x 2.38% = CI\$356.15 ÷ 12 = CI\$29.68 ÷ 30 days = CI\$0.99 per day.

4. Fixed costs of \$175.00 + CI\$30.00 (service in George Town), alternatively costs to be assessed.

DATED: 15th March, 2016



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

TO: The Clerk of the Court

AND TO: Cherry Whittaker
156 Figtree Drive
Northward, Bodden Town
Grand Cayman
CAYMAN ISLANDS

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

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BETWEEN:

STAFFORD JACKSON
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

AND:

CHERRY WHITTAKER

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.