

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC 17 OF 2018

BETWEEN:

MUST COOL A/C SUPPLIES LTD.

PLAINTIFF

AND:

SHARON WATSON

DEFENDANT



PLAINT



To: Sharon Watson  
81 Canyon Dawn Drive  
Spotts Newlands  
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 upon you, including 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, Cayman Islands, 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 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 the full particulars of your Defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued: 26<sup>th</sup> day of January, 2018

### PARTICULARS OF CLAIM

1. On 12th day of October 2017 the Defendant requested the services of the Plaintiff at the Defendant's property located at 81 Canyon Dawn Drive, Spotts Newlands, Grand Cayman, Cayman Islands. The Defendant asked if she could have a payment plan arrangement. The Plaintiff agreed to the arrangement and confirmed that it would only be for a period of three (3) months and no longer. The Plaintiff only agreed to this arrangement because the Defendant had been recommended by a longstanding customer.
2. Upon arrival at the Defendant's property, the Plaintiff installed a 2 ton 13/14 Seer Amana Air Handler.
3. The total cost for the Plaintiff's services in relation to the aforementioned was CI\$655.00 (inclusive of labour) and as such invoice no. 1347 dated 12th October 2017 was provided to the Defendant. The invoice clearly stated that payment was to be made over a three month period.
4. To date, the Defendant has only paid the sum of CI\$220.00 towards the aforementioned invoice and only after almost two months had passed.
5. On 5th December 2017 after two monthly payments had not been made a reminder was emailed to the Defendant and no response was received. The Defendant was contacted by telephone to discuss the lack of payment and said that she was meeting with the Human Resources Manager at her place of employment, Butterfield Place Banking Centre, 12 Albert Panton Street, George Town, Grand Cayman, to request a salary advance and that payment would thereafter be made to the Plaintiff. At this point in time the Plaintiff had not received any monies from the Defendant to settle the invoice.
6. On 8th December 2017 the Defendant was contacted again by telephone to discuss the outstanding invoice and the Plaintiff was subjected to verbal abuse and also received verbal abuse by means of Whatsapp messages.
7. Not long after the said telephone conversation the Plaintiff received a telephone call from an Officer at the George Town Police Station, who was obviously a friend of the

Defendant, stating that CI\$220.00 was available for collection at the station. The Plaintiff advised that they would not be attending at the station to collect any funds as this was not a police matter but was in fact a civil matter. The Officer tried to intimidate the Plaintiff by asking how much money they had in their pocket. The Officer also said that if the Plaintiff went the Defendant's place of employment they would be arrested.

8. The Plaintiff advised the officer that they could not be arrested as the Defendant's place of employment was a public place of business and the Plaintiff is a longstanding customer of the said bank. The Plaintiff asked the Officer for his name and number and the Officer refused to give any details. The Plaintiff reminded the Officer that there is an Anti-Corruption Law in place in the Cayman Islands and that he should be careful of his actions. The Officer then hung up the telephone.
9. On 11th December 2017 when the Plaintiff checked their bank account during the course of business they discovered that a cash deposit in the sum of CI\$200.00 had been deposited to their CI dollar Butterfield Bank account. At no time did the Defendant notify the Plaintiff, either in writing or by telephone that a cash deposit would be made to their bank account.
10. On 4th January 2018 a further reminder was emailed to the Defendant advising that this would be their final reminder and no further reminders would be forthcoming.
11. The Defendant was clear of the outstanding monies due to the Plaintiff. The Plaintiff clearly outlined that payment should be made over a three month period.
12. 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. These reminders captured the amount of debt remaining to the Defendant but the Defendant refused to acknowledge and address the outstanding debt.
13. The Plaintiff is a reasonable and fair business and accepted that there may be unforeseen circumstances that individuals can experience and was more than willing to work with the Defendant at all material times.

14. The Plaintiff believed that the Defendant would pay the total amount charged for the installation of the unit and was more than willing to offer the Defendant a three month payment plan to assist with any hardships the Defendant might be experiencing.
15. 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\$670.35;
2. Interest in the sum of CI\$10.35 calculated at the prescribed rate from 1 January 2009 (106 days) to date.
3. Interest to be continued until this matter is settled in the amount of  $CI\$435.00 \times 2.38\% = CI\$10.35 \div 12 = CI\$0.86 \div 30 \text{ days} = CI\$0.02 \text{ per day}$ .
4. Fixed costs of \$175.00 + CI\$50.00 (service in George Town), alternatively costs to be assessed.

DATED:  26<sup>th</sup> January, 2018

  
\_\_\_\_\_  
**Must Cool A/C Supplies Ltd.**  
Plaintiff

TO: The Clerk of the Court

AND TO: Sharon Watson  
81 Canyon Dawn Drive  
Spotts Newlands  
Grand Cayman  
CAYMAN ISLANDS

This **PLAINT** was issued by Must Cool A/C Supplies Ltd., whose address for service is PO Box 31553, Grand Cayman KY1-1207, Cayman Islands.

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**CAUSE NO.: SC OF 2018**

**BETWEEN:**

**MUST COOL A/C SUPPLIES LTD.**

**PLAINTIFF**

**AND:**

**SHARON WATSON**

**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.

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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.