

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

NATHANIEL WATERS)	
)	
Plaintiff,)	
)	
v.)	
)	C.A. No. 1992-06-076
LASER RE-NU, INC.)	
JEANESE WARD)	
G. ALLEN WARD)	
)	
Defendant.)	

Submitted: December 2, 2002
Decided: December 4, 2002

Nathaniel Waters
1655 Wheeling Street
Building 811, Apt. 4
Aurora, CO 80010
Plaintiff
pro se

G. Alen Ward
Jeanese Ward
505 Spike Drive
Bear, DE 19701
Defendants
pro se

ORDER

This is the Court's ruling on the evidentiary hearing held pursuant to the Honorable Jay Paul James' May 3, 2002 Order. At the hearing, Plaintiff failed to appear after notice was sent.¹ Defendants submitted the following uncontested evidence:

¹ Nathaniel Waters was sent a summons via U.S. mail to his address of record: 1655 Wheeling Street, Building 811, Apt. 4 Aurora, CO 80010; received a facsimile on July 8, 2002 with a Barksdale, CA address with no formal address change filed with the civil clerk.

1. Gregory Alen Ward and Jeanese Ward, husband and wife, (collectively, “Defendants”) had a business named “Laser & Re-Nu” in 1989. Nathaniel Waters, (“Plaintiff”) had invested \$9,050.00 in the business. For some unspecified reason, Defendants’ business failed, and Plaintiff sued Defendants on the contract and supplemental promissory note.

2. Defendants’ failure to file responsive pleadings resulted in the entry of default judgment against them on July 27, 1992 in the principal amount of \$9,925.00, plus \$380.00 in attorney fees, \$160.00 in costs and interest with penalties accruing from the judgment date. Since the judgment date, Defendants has paid Plaintiff \$20,308.10 (as shown in Defendants’ Exhibit 1) through wage attachment proceedings. Under the belief that they have overpaid Plaintiff, Defendants requested and were granted a stay of wage attachment and the said evidentiary hearing to determine whether Plaintiff owed them any refund.

3. At the hearing, Defendants failed to present any evidence on the precise legal interest rate for July 27, 1992, which was the crucial information the Court needed to determine whether the Defendants had overpaid Plaintiff and the amount of refund due Defendants if any. Therefore, the Court finds by preponderance of evidence that Defendants did not carry its burden of proof as to the amount of refund to which they allegedly are entitled.

4. The Court hereby orders that as of this date, without prejudice, that Defendants have fully satisfied the judgment amount, and the writ of wage attachment *feri facias* shall be quashed. Each party shall bear their own costs.

IT IS SO ORDERED this 4th day of December, 2002.

John K. Welch
Associate Judge