



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2022

B E T W E E N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

Plaintiff

AND

SUSHELLA ANNON T/A  
FIRST CLASS CONSTRUCTION

Defendant

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PLAINT

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TO:

Sushella Annon t/a First Class  
Construction  
P.O. Box 877,  
Grand Cayman KY1-1103,  
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, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 14th day of February 2022

**See overleaf for particulars of the Plaintiff's claim**

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 877, Grand Cayman KY1-1103, Cayman Islands. The Defendant operates and owns a business involved in construction, trading as First Class Construction.
3. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement and other similar products. During the period from 1 May 2016 to 189 November 2019, the Defendant purchased concrete from the Plaintiff. The Defendant would place an order for concrete to be delivered to a certain site location, following which the Plaintiff would dispatch concrete in the required amount to the site. Upon delivery of the concrete, the Plaintiff would provide a Delivery Ticket contemporaneously, which was signed by the Defendant, or the Defendant's agent, at the point of delivery. An invoice based upon the Delivery Ticket would then be rendered and sent to the Defendant.
4. There was no formal written contract drawn between the parties to govern the facility by which credit was so advanced, however the terms and conditions of payment were known to the Defendant at all material times, and were clarified in writing on the front and back of each Delivery Ticket. Each Delivery Ticket had a signature box to be signed by the Defendant or their agent, above which was written:

*"SUBJECT TO THE TERMS, CONDITIONS AND "CAUTION" WARNING LISTED ON THE FRONT AND BACK OF THIS TICKET*

*I acknowledge that I have received and accepted the materials listed on this ticket. I understand and agree to the terms on both the front and back of this ticket."*

5. The terms as clarified on the back of the Delivery Tickets included, *inter alia*, as follows:

*"UNLOADING DRIVERS ARE PROHIBITED FROM DELIVERING CONCRETE EXCEPT UNDER THE TRUCK'S OWN POWER, AND WHERE SITE CONDITIONS PERMIT THE SAFE AND PROPER OPERATION OF HIS EQUIPMENT. DRIVERS ARE NOT PERMITTED TO ADD WATER TO THE MIX NOR TO GO BEYOND THE CURB LINE, EXCEPT UPON THE AUTHORIZATION OF THE PURCHASER/PURCHASER'S AGENT AND HIS ACCEPTANCE OF RISK FOR ANY LOSS OR DAMAGE.*

*BUYER, OR HIS AGENT, AGREES TO ASSUME RESPONSIBILITY FOR CONCRETE, AND ANY PROPOERTY DAMAGE RESULTING FROM TRUCK MAKING DELIVERY BEYOND CURB LINE. ALL CLAIMS MUST BE MADE AT TIME OF DELIVERY.*

*IF IT BECOMES NECESSARY TO BRING ANY ACTION TO COLLECT AMOUNTS DUE ON THIS INVOICE, PURCHASER SHALL BE RESPONSIBLE FOR REASONABLE ATTORNEYS FEES AND COURT COSTS INCURRED BY VENDOR IN SECURUNG COLLECTION. INTEREST SHALL ACCRUE AT 2% PER MONTH ON OUTSTANDING BALANCES"*

6. The Defendant made payment of the Plaintiff's invoices in accordance with the terms and conditions between March 2016 and January 2019. However, since that date, the Defendant has failed to make payment of invoiced sums. As a result, a balance remains for goods which were delivered by the Plaintiff, but for which the invoiced sums were not paid. The Defendant owes to the Plaintiff the total principal sum of CI\$15,952.50.
7. By way of letter dated 7 January 2021, sent on the same date by registered mail to the Defendant's address and by email, the Plaintiff demanded all outstanding sums. The letter was subsequently served upon the Defendant's nominated Attorney on 7 October 2021, at the Defendant's request. Notwithstanding the written demands for payment, the Defendant has either failed or neglected to make payment to the Plaintiff, in full or at all.
8. In addition to the principal debt, the Plaintiff is entitled to, and claims, interest according with the terms and conditions of the Delivery Notes at the rate of 2% per month from the date the last invoice became due for payment, 15 February 2020, to the date of judgment, and continuing thereafter

until payment. At 11 February 2022 this stands in the sum of \$7,625.73, continuing at a daily rate of \$10.49.

9. Alternatively the plaintiff claims statutory interest on all sums pursuant to Section 34 of the *Judicature Law (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 2.375% and continuing at the rate of CI\$1.04 per diem for such a period as the Court deems fit.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

**AND THE PLAINTIFF CLAIMS:**

- a) CI\$15,952.50;
- b) Pre and post judgment interest in the sum of CI\$7,625.73 from 15 February 2020 to 11 February 2022 at the rate of 2% per month in accordance with the terms of the contract between the parties, continuing at a daily rate of \$10.49;
- c) Alternatively, Pre- and post-judgment interest pursuant to Section 34 *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375% and continuing at the rate of CI\$1.04 per diem;
- d) Costs on a standard basis in accordance with the *Summary Court Rules, 2001*; and
- e) Such further and other relief as this Honourable Court may deem just.

HSM chambers

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**HSM Chambers  
Attorneys for the Plaintiff**

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$15,952.50 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 5 above.
2. The prescribed rate of interest is 2% per month.
3. The date from which interest is payable is from 15 February 2020.
4. The amount of interest accruing each day is CI\$10.49.
5. Alternatively, pre- and post-judgment interest in accordance with Section 34 *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375% and continuing at the rate of CI\$1.04 per diem.

This Plaint was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref:418890.0046)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2021

B E T W E E N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

Plaintiff

AND

SUSHELLA ANNON T/A  
FIRST CLASS CONSTRUCTION

Defendant

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant's name and address:-

2. State whether the Defendant intends to contest the action.

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.

Service of the Plaintiff is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this      day of      2022.

**See overleaf**

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**PARTICULARS OF DEFENCE**

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1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

\_\_\_\_\_  
Defendant's Signature

**REMINDER** -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.