



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

B E T W E E N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

PLAINTIFF

AND

JOSHUA CONSTRUCTION LTD.

DEFENDANT

PLAINT

TO:

Joshua Construction Ltd.
 #8 Capt. Osmond Place, Unit 1
 Crewe Road, George Town
 P.O. Box 11601
 Grand Cayman KY1-1009
 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, 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 13th day of October 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.

2. The Defendant is and was at all material times a resident company incorporated in the Cayman Islands (Company No. 297960) with a registered office address of 8 Capt. Osmond Place, Unit 1, Crewe Road, George Town, Grand Cayman, Cayman Islands. The Defendant provides building and civil engineering services to clients on a contractual basis.

3. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement, and other similar products. At all material times, the Plaintiff agreed to deliver concrete to a location at the request of the Defendant, and upon delivery, provide a delivery ticket which was signed by the Defendant acknowledging receipt of the goods. Thereafter, an invoice based on the delivery ticket would be sent to the Defendant for payment of goods and services rendered.

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:

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" (the "Agreement").

5. The delivery tickets contained, *inter alia*, the following terms on the reverse:

“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 securing collections. Interest shall accrue at 2% per month on outstanding balances”.

6. In performance of the Agreement, the Plaintiff supplied the goods to the Defendant and rendered the following invoices from time to time (collectively the “**Invoices**”):

Item	Invoice No.	Date of Invoice	Due Date	Invoice Amount (C\$)	Amount Paid (C\$)	Balance (C\$)
1.	39930	1 February 2022	3 March 2022	\$1,296.00	\$8.00	\$1,288.00
2.	40061	14 February 2022	16 March 2022	\$1,665.00	\$0	\$1,665.00
3.	40126	21 February 2022	23 March 2022	\$612.00	\$0	\$612.00
4.	42201	8 October 2022	7 November 2022	\$3,430.00	\$0	\$3,430.00
					Total	\$6,995.00

7. Pursuant to the said Invoices, payment was due within 30 days of the date of the Invoice.
8. In breach of the Agreement, the Defendant failed to pay the Invoices as and when due, and the Plaintiff has suffered loss and damage as a result.

9. Pursuant to a demand letter dated 30 May 2023, the Plaintiff demanded from the Defendant all outstanding sums. The demand letter was served at the Defendant's registered office on 5 June 2023.
10. Following the demand letter being served, the Defendant made a payment of CI\$2,000.00 on 6 July 2023, for which the Defendant has been given credit.
11. Notwithstanding the written demands for payment, the Defendant has either failed or neglected to make full payment of the balance to the Plaintiff. Accordingly, the Plaintiff claims the principal sum of \$4,995.00.
12. The Plaintiff seeks pre- and post-judgment interest on the principal sum pursuant to the terms and conditions of the Invoices at the rate of 2% per month commencing 8 November 2022 to 13 October 2023 in the sum of CI\$1,425.74. and continuing at the rate of CI\$3.28 per diem until the principal sum is fully settled.
13. Alternatively, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, (2021 Revision)* at the rate of 8.375% for such period as the Court deems fit.
14. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$4,995.00 being the principal sum due;
- b) CI\$1,425.74 pre- and post-judgment interest from 8 November 2022 to 13 October 2023 at the rate of 2% per month in accordance with the terms and conditions of

the Invoices and continuing in the sum of CI\$3.28 per diem until the principal sum is repaid in full;

- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, (2021 Revision)* at the rate of 8.375% for such period as the Court deems fit;
- d) Fixed costs of CI\$175 pursuant to s.11 of the Summary Court Rules, 2004; and
- e) Such further and other relief as this Court may deem just.

Hsm Chambers

**HSM Chambers
Attorneys for the Plaintiff**

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$4,995.00 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 Plaintiff, 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 paragraphs 5 and 12 above.
2. The prescribed rate of interest is 2% per month in respect of the Agreement.
3. The date from which interest is payable in respect of the Agreement is from 8 November 2022.
4. The current amount of interest accruing due each day is CI\$3.28.

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:418890-0063)

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ACKNOWLEDGMENT OF SERVICE

1. State Defendant 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.

Dated this day of 2023

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[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]

1.

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.