



SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2024

W E E N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

PLAINTIFF

AND

CLIVE WESLEY SMITH

DEFENDANT

PLAINT

TO:

Clive Wesley Smith
46 Nash Street, Bodden Town
P.O. Box 2549, GT
Grand Cayman KY1-1104
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 16th day of April 2024

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 an individual who resides in the Cayman Islands with an address of 46 Nash Street, Bodden Town, Po Box 2549, Grand Cayman KY1-1104 Cayman Islands. The Defendant operates a business that 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 would 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.	32283	13 June 2020	13 July 2020	\$2,081.00	\$0.00	\$2,081.00
2.	34073	26 September 2020	26 September 2020	\$1,272.00	\$0.00	\$1,272.00
3.	34285	14 October 2020	14 October 2020	\$428.50	\$0.00	\$428.50
4.	37267	19 May 2021	18 June 2021	\$743.00	\$0.00	\$743.00
5.	40049	12 February 2022	12 February 2022	\$40.00	\$0.00	\$40.00
6.	40435	25 March 2022	24 April 2022	\$1,904.00	\$0.00	\$1,904.00
7.	40507	01 April 2022	01 May 2022	\$60.00	\$0.00	\$60.00
8.	40563	06 April 2022	06 May 2022	\$256.00	\$0.00	\$256.00
9.	40764	29 April 2022	29 May 2022	\$73.50	\$0.00	\$73.50

10.	41432	09 July 2022	08 August 2022	\$1,075.00	\$0.00	\$1,075.00
					Balance Due	\$7,933.00

7. Pursuant to the said Invoices, payment is due within 30 days of the date of the invoice.
8. The Defendant has failed to make payments towards the Invoices since they have been issued, he has failed to repay the full amounts as and when due, in breach of the Agreement. The Plaintiff has suffered loss and damages as a result.
9. Pursuant to a demand letter dated 28 November 2023, the Plaintiff demanded from the Defendant the principal sum together with interest thereon. The demand letter was personally served on the Defendant on 30 November 2023.
10. 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 9 August 2022 to 16 April 2024 in the sum of CI\$3,218.41 and continuing thereafter at the rate of CI\$5.22 per diem until the principal is fully settled.
11. 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* at the rate of 2.375% for such period as the Court deems fit.
12. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$7,933.00 being the principal sum due;
- b) CI\$3,218.41 pre- and post-judgment interest from 9 August 2022 to 16 April 2024 at the contractual rate of 2% per month and continuing in the sum of CI\$5.22 per diem in accordance with the terms of the Invoices;
- 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* at the rate of 2.375% for such periods as the Court deems fit;
- d) Fixed costs of CI\$175 pursuant to the Summary Court Rules 2004, alternatively
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$7,933.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150 pursuant to the *Summary Court Rules 2004*.

If, within the time for returning the acknowledgement of service, the defendant pays 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 paragraph 5.
2. The prescribed rate of interest is 2% per month.
3. The date from which interest is payable is from 9 August 2022.
4. The amount of interest accruing due each day is CI\$5.22.

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:418890-0038)

IN THE SUMMARY COURT AT GEORGE TOWN

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DEFENDANT

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 2024

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.