



ARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2022

B E T W E E N:

CAYMAN PREMIX LIMITED T/A SUPERMIX

Plaintiff

AND

FRITZ MCPHERSON

Defendant

PLAINT

TO:

Fritz McPherson
245 Pedro Castle Road
Bodden Town
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 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 Acknowledgment 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 30th day of November 2022

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, P.O. Box 31726, 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 a mailing address of P.O. Box 57 Grand Cayman KY1-1101, Cayman Islands.

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 slip which was signed by the Defendant acknowledging receipt of the goods and then submit an invoice subsequently for the payment for the 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."

5. The Plaintiff provided the following invoices following delivery of the goods to the Defendant (collectively "the invoices"):

Item	Date of Invoice	Invoice No.	Invoice Amount (CI\$)	Amount Paid (CI\$)	Invoice Balance (CI\$)
1.	9 March 2017	19982	\$5,821.50	\$5,770.00	\$51.50
2.	6 April 2017	20267	\$12,775.50	\$4,389.00	8,386.00
				Balance Due	Total \$8,438.00

6. The total amount due under the invoices was CI\$8,438.00. The invoices and delivery tickets from these transactions are exhibited at “**POC-1**”.
7. Pursuant to these invoices, payment was to be made by 6 May 2017 however, in breach of the agreement, the Defendant has failed to repay the invoices as and when due. The Plaintiff has suffered loss and damages as a result.
8. 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 attorney fees and court costs incurred by vendor in securing collection. Interest shall accrue at 2% per month on outstanding balances”.
9. Pursuant to a demand letter dated 11 March 2022, the Plaintiff demanded from the Defendant all outstanding sums. The demand letter was personally served on the Defendant on 25 March 2022.
10. Notwithstanding the written demands for payment, the Defendant has either failed or neglected to make full payment to the Plaintiff. Accordingly, the Plaintiff claims the principal sum of CI\$8,438.00
11. 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 7 May 2017 and continuing thereafter until the principal is fully settled. At 16 November 2022 this stands at CI\$11,799.22.
12. Alternatively, the plaintiff claims pre- and post-judgement statutory interest on all sums pursuant to s.34 of the *Judicature Law (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such periods as the Court deems fit.
13. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$8,438.00 being the principal due;
- b) Pre and post judgment interest from 16 November 2022 at the contractual rate of 2% per month in accordance with the terms of the invoices, continuing in the sum of CI\$5.55 per diem.

- c) Alternatively, Pre- and post-judgment interest pursuant to s.34 *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such periods 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\$8,438.00 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 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 8 above.
2. The prescribed contractual rate of interest is 2% per month.
3. The date from which interest is payable from is 7 May 2017.
4. The amount of interest accruing each day is CI\$5.55.
5. Alternatively, the applicable statutory rate of interest will be 8.375% per annum.

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:418890.0028)

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

FRITZ MCPHERSON

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:-

[Empty rectangular box for 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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2022.

See overleaf

PARTICULARS OF DEFENCE

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.

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

FRITZ MCPHERSON

Defendant

EXHIBIT POC-1
