



Σ SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

B E T W E E N:

JACQUES SCOTT GROUP LIMITED

PLAINTIFF

AND:

MICHEL FLETCHER

DEFENDANT

PLAINT

TO:

Michel Fletcher
211 Shedden Road,
George Town
P.O. Box 1496
Grand Cayman, KY1-1110
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, 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 29 day of May 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, P.O. 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 a mailing address of P.O. Box 495 Grand Cayman KY1-1302.

Credit Agreement

3. Pursuant to a commercial credit account agreement between the Plaintiff and the Defendant dated 27 October 2018, it was agreed that the Plaintiff would extend credit to the Defendant in respect of goods supplied, to be repaid by Defendant in accordance with invoices rendered by the Plaintiff from time to time (the "Credit Agreement").
4. It was a term and condition of the Credit Agreement that the Defendant agreed, *inter alia*, the following:

"Customer shall pay Jacques Scott Group Ltd and any of its subsidiaries the amount of any and all purchases charged to the customer's account not later than 15 days after the Company's statement of account, made up as of the last day of each month.

Interest will be charged at the rate of 1.5% per month (calculated on a daily basis) and will be added to any account due if not received on the due date, and thereafter on all amounts in arrears until paid. All costs including court costs and attorney's fees will be added to the customer's account if referred to an attorney for collection."

5. In performance of the Credit Agreement, the Plaintiff supplied goods to the Defendant and rendered invoices from time to time.
6. In breach of the Credit Agreement, the Defendant failed to pay the following invoices as and when due, and the Plaintiff has suffered loss and damage as a result:

Item	Invoice No	Date	Invoice Amount (C\$)	Amount Paid (C\$)	Balance (C\$)
1.	268313	21 November 2019	\$2,749.72	\$1,405.59	\$1,344.13
2.	268316	21 November 2019	\$2,868.62	\$200.56	\$2,668.06
3.	269433	20 December 2019	\$5,545.99	\$0	\$5,545.99
4.	RETCHQ739	3 January 2020	\$3,335.90	\$0	\$3,335.90
5.	4672053	17 June 2022	\$6,035.23	\$1,331.38	\$4,703.85
				Balance Due	\$17,597.93

Promissory Note

7. Further, the Defendant entered into a promissory note with the Plaintiff on 23 August 2019 in respect of the Credit Agreement, agreeing to repay the sum of C\$26,554.64 by instalments of C\$2,000.00 per week commencing on 23 August 2019 for a term of 14 weeks until the principal sum was repaid in full (the "Promissory Note").
8. The Defendant agreed to, *inter alia*, the following terms:

“3. In the event that any payment of principal is not paid within seven (7) days of its due date hereunder, all unpaid amounts evidenced by this Note, at the option of the Payee, shall immediately become due and payable, without demand or notice. Failure to exercise this option shall not constitute a waiver of the rights to exercise the same in the event of subsequent default.

4. In the event of default hereunder, all costs and expenses of collection or attempts at collection (including legal fees on a full indemnity basis of any scale court costs which may otherwise apply) may be recovered by the Payee from the Makers or any guarantor or endorsed hereof, whether this Note is collected by suit or otherwise. While this Note is in default, any amounts due hereunder shall bear interest, payable on demand, at the rate of interest equal to 15% calculated from the date on which the debt was initially incurred by the Makers.”

9. In breach of the Promissory Note, the Defendant failed to repay the weekly instalments as and when due and the Plaintiff has suffered loss and damage as a result. The outstanding balance currently due and owing under the Promissory Note is CI\$17,597.93.

Demand

10. Pursuant to a demand letter dated 3 February 2023, the Plaintiff demanded from the Defendant the principal sum together with interest thereon. The demand letter was personally served on the Defendant on 6 February 2023.
11. Notwithstanding the written demands for payment, the Defendant has failed or neglected to make full payment to the Plaintiff. Accordingly, the Plaintiff claims from the Defendant the principal sum of CI\$17,597.93.
12. The Plaintiff also seeks pre- and post-judgment interest on the principal sum pursuant to the Promissory Note at the rate of 15% per annum commencing 25 June 2022 to 29

May 2023 in the sum of CI\$2,444.42 and continuing at the rate of CI\$7.23 per diem until the principal sum is repaid in full.

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* 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\$17,597.93 being the principal sum due;
- b) CI\$2,444.42 pre- and post-judgment interest from 25 June 2022 to 29 May 2023 at the contractual rate of 15% per annum and continuing at the rate of CI\$7.23 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* at the rate of 8.375% for such period as the Court deems fit;
- d) Fixed costs of CI\$150 and filing fees of CI\$25 pursuant to the *Summary Court Rules 2004*, alternatively costs to be assessed; and
- 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\$17,597.93.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 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 rate of interest is 15% per annum in accordance with the Promissory Note.
3. The date from which interest is payable is 25 June 2022.
4. The current amount of interest accruing due each day is CI\$7.23.
5. Alternatively the applicable statutory rate of interest will be 8.375% per annum in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* for such period as the Court deems fit.

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: 300004.0117)

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JACQUES SCOTT GROUP LIMITED

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AND:

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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 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.