

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 69 OF 2016

BETWEEN:

JACQUES SCOTT GROUP LTD

PLAINTIFF

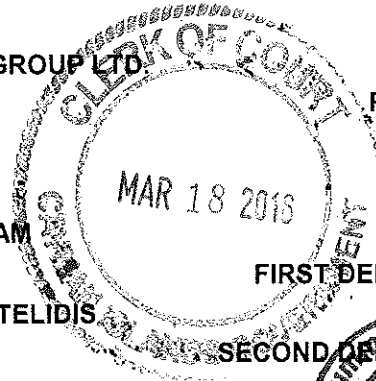
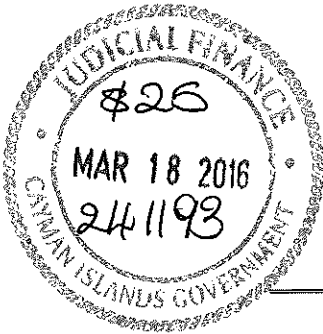
AND

LUIGI MOXAM

FIRST DEFENDANT

CHRISTINA PANTELIDIS

SECOND DEFENDANT



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PLAINT

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TO:

**Luigi Moxam**

P.O. Box 30174 SMB,

Grand Cayman KY1-1201

CAYMAN ISLANDS

**Christina Pantelidis**

P.O. Box 30174 SMB,

Grand Cayman KY1-1201

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 Plaintiff 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 17 day of March 2016

**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, Buckingham Square, 720 West Bay Road, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is an individual who resides in the Cayman Islands with mailing address of P.O. Box 30174 SMB, KY1-1201, Cayman Islands.
3. The Second Defendant is an individual who resides in the Cayman Islands with the mailing address of P.O. Box 30174 SMB, KY1-1201, Cayman Islands.
4. Breezes by the Bay is a trading name of the First and/or Second Defendant with the address of 8 Cardinal Ave. P.O. Box 30174 SMB, KY1-1201. A Company Registry Online search was conducted on this name and no results were found.
5. The Plaintiff credited goods and services to the First and/or Second Defendants under a Credit Account in the name of Breezes by the Bay from time to time in accordance with the terms of a Credit Agreement dated 10 November 2015 ("the Agreement"). The Agreement was ignored by the Second Defendant acting in the capacity of 'secretary'.
6. The terms of the Agreement were, *inter alia*, as follows:

*"Customer shall pay to 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 ½ % per month (calculated on a daily basis) and will be added to any amount 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.*

*Customer agrees that Jacques Scott Group Ltd and any of its subsidiaries may apply to customer's bankers and credit references for information regarding customer's credit worthiness and agrees a copy of this application, signed by the customer shall be sufficient authority to such persons to provide the information requested from time to time. Jacques Scott Group Ltd and any of its sub subsidiaries agree not to disclose information given it [sic] hereunder to third parties.*

*Customer agrees that objections to invoices and settlements for materials supplied to customer or in custody on the customer's behalf (whichever is the sooner) and the customer should be insured accordingly. Ownership of the goods supplied by Jacques Scott Group Ltd and any of its subsidiaries will remain with Jacques Scott Group Ltd and any of its subsidiaries until the price of the goods has be paid in full, or until re-sale."*

7. The First Defendant is a Director of the aforementioned Company and signed a Personal Guarantee in respect of the Agreement.
8. The Second Defendant is a Secretary of the Company also signed the Personal Guarantee in respect of the Agreement. The terms of the Personal Guarantee are as follows:

*"We, the undersigned named persons, hereby agree that we shall be jointly and severally liable to Jacques Scott Group Ltd and its subsidiary companies for all monies now or at any time hereafter due to them from the above named business in respect of goods supplied to the business, notwithstanding any extension of credit or time for payment or other indulgence and this guarantee shall be a continuing guarantee notwithstanding any change in the ownership or control of the business. This guarantee may only be terminated by not less than one month's prior notice in writing, and such termination shall not relieve us of our liability hereunder in respect of any amounts owing by the business to Jacques Scott Group Ltd and its subsidiary companies up to the time of the service of notice on them."*

9. The First and Second Defendants agreed to be held jointly and severally liable for all monies (and accrued charges and/or interest) due to the Plaintiff in respect of goods and services supplied to the Company.
10. Payments were not made in accordance with the terms of the Agreement. The First and Second Defendants have either failed or neglected to make payment to the Plaintiff for the outstanding debt in accordance with the terms of the Agreement. Invoices for payment were sent to Breezes by the Bay dated 31 January 2016.

11. The First Defendant was personally served on 16 February 2016 with a Formal Letter of Demand. The Defendant was served with a Formal Letter of Demand on 15 February 2016.
12. No payment has been received in respect of sums due under the Agreement as at the date of issue of this proceeding.
13. The Plaintiffs, under the Credit Agreement, claim interest at the rate of 1 ½ % per month equating to 18% per annum.
14. As at the date of the commencement of these proceedings, the First and Second Defendants owe to the Plaintiff the principal sum of CI\$4,957.37 plus contractual interest of CI\$486.85 at 16 March 2016 continuing at the rate of CI\$2.44 per day.
15. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF** claims against the First and Second Defendants:

- a) CI\$4,957.37 being the principal sum due,
- b) CI\$178.47 Pre judgment interest from 1 January 2016 to 16 March 2016 at the rate of 18% per annum in accordance with the terms of the Credit Agreement and thereafter at the daily rate of CI\$2.44.
- c) Costs on an indemnity basis in accordance with the Credit Agreement,
- d) Such further and other relief as this 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\$4,957.37 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, interest, 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 6 above;
2. The prescribed rate of interest is 18% per annum;
3. The date from which interest is payable is 1 January 2016;
4. The amount of interest accruing due each day is CI\$2.44.

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SECOND DEFENDANT

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**ACKNOWLEDGMENT OF SERVICE**

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1. State Defendants' names 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                    2016

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Defendant's Signature

**See overleaf**

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**PARTICULARS OF DEFENCE**

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*[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.

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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.