

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC 235 OF 2018

BETWEEN:

BUTTERFIELD BANK (CAYMAN) LIMITED

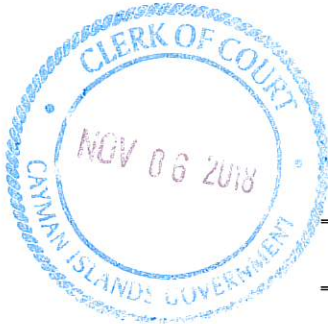
AND

MARK RAE-SMITH



Plaintiff

Defendant



PLAINT

TO:

Mr. Mark Rae-Smith
P.O. Box 10210
Grand Cayman KY1-1002
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 2 day of November 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a Bank 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 an individual who resides in the Cayman Islands whose mailing address is P.O. Box 10210, Grand Cayman KY1-1002, Cayman Islands.
3. On or around February 1996 the Defendant applied for a credit card account with the Plaintiff by completing and signing a Visa Credit Card Application form with attached terms and conditions. On or around the aforementioned date the Plaintiff approved the Credit Card Account facility ("the **Card Agreement**") with a credit limit of US\$10,000 and applicable interest rate of 17.25%.
4. The terms of the Card Agreement were, *inter alia* as follows:

- a. "5. **MINIMUM PAYMENT:**

(a) Will be 5% of all unpaid Purchases and Advances, plus any Finance Charges, Service Fees, over limit amounts and unpaid minimum payments from previous statements, or US\$10.00, whichever is the greater..."

- b. "10. **CREDIT LIMIT**

You cannot use the Account so that the amount due to us is greater than your Credit Limit... If you exceed the Credit Limit we can require you to pay immediately any amount over the Credit Limit and reserve the right to charge you a fee for each Purchase or Advance in excess of the Credit Limit..."

- c. "14. **DEFAULT**

In the event that you fail to comply with any term of this Agreement ... all amounts owing to us shall be immediately due and repayable without any notice or demand. You agree to pay all costs and legal expenses incurred by us in legal proceedings to collect or

enforce your indebtedness in the event of delinquency or the breach of any of your obligations..."

5. The Defendant failed to comply with the terms of the Agreement. On 28 September 2018 the arrears of payment due under the Card Agreement totalled US\$2,557.00, with an outstanding balance of US\$16,267.98, which is now due and owing.

AND THE PLAINTIFF CLAIMS:

- a) US\$16,267.98 being the principal sum due;
- b) Pre- and post-judgment interest from 5 November 2018 at the rate of 2.38% in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 being US\$1.06 per diem;
- c) CI\$175.00 fixed costs pursuant to Section 11 of the Summary Court Rules 2004 and such further and other costs as the Court may deem just; and
- d) 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 a) US\$16,267.98 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). The fixed fee to commence the proceeding is CI\$175.00. 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

Interest from 5 November 2018 at the rate of 2.38% per annum in accordance with Section 34 of the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012, being US\$1.06 per diem.

This Plaintiff 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: 300138.1488).

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CAUSE NO: SC OF 2018

BETWEEN:

BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiff

AND

MARK RAE-SMITH

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State 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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2018.

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.