

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2020

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

LEONIE ANTHONETTE WILLIAMS

First Defendant

ORVILLE LINCOLN CHRISTOPHER WILLIAMS

Second Defendant



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PLAINT

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TO:

**Ms. Leonie Anthonette Williams and  
Mr. Orville Lincoln Christopher Williams**  
PO Box 30961  
Grand Cayman KY1-1204  
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 9 day of December 2020

**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 Class 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, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant and Second Defendant (collectively, the "**Defendants**") are individuals who reside in the Cayman Islands with a mailing address of P.O. Box 30961, Grand Cayman, KY1-1204, Cayman Islands.
3. On or around 28 August 2007, the Defendant entered into an agreement with the Plaintiff for a credit card (the "**Credit Agreement**"). The terms of the Credit Agreement were, *inter alia*, as follows:
  - a. That the Plaintiff would advance credit to the Defendants;
  - b. That the Defendants would repay a minimum monthly amount of 5% of the advanced credit or US\$50.00, whichever was the greatest;
  - c. That interest would accrue on the balance at the rate of 18% per annum; and
  - d. That the Defendants would be liable for the the Plaintiff's collection costs and legal fees in the event that the Defendants defaulted on the payment terms.
4. The Plaintiff advanced credit to the Defendants from time to time in accordance with the terms of the Credit Agreement.
5. In breach of the Credit Agreement, the Defendants defaulted upon the terms of repayment of the Credit Agreement and the Plaintiff has suffered loss and damage as a result.
6. Accordingly, the Plaintiff claims the principal sum of US\$10,428.72 pursuant to the Credit Agreement together with pre- and post-judgment interest from 26 November 2020 at the contractual rate of 18% per annum and continuing at the rate of US\$0.05 per diem.

7. In the alternative to contractual interest, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375% for such period as the Court deems fit.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

**AND THE PLAINTIFF CLAIMS:**

- a) US\$10,428.72 being the balance due under the Credit Agreement as at 25 November 2020;
- b) Pre- and post-judgment interest from 26 November 2020 at the contractual rate of 18% per annum and continuing at the rate of US\$0.05 per diem in accordance with the terms of the Credit Agreement;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the rate of 2.375% from 26 November 2020 for such period as the Court deems fit;
- d) Fixed costs and disbursements of CI\$175 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*

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**HSM Chambers  
Attorneys-at-Law for the Plaintiff**

## **INDORSEMENT**

The principal amount claimed in respect of the debt is US\$10,428.72 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 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 3 above;
2. The prescribed rate of interest is 18% per annum;
3. The date from which interest is payable is 26 November 2020;
4. The amount of interest accruing due each day is US\$0.05.

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: 309430.0297)

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ACKNOWLEDGMENT OF SERVICE

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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



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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.