



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC 5 OF 2021

B E T W E E N:

BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiff

AND

BARRY BUSH

Defendant

PLAINT

TO:

Mr. Barry Bush
P.O. Box 321
Grand Cayman KY1-1301
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 14 day of January 2021

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 321, Grand Cayman KY1-1301, Cayman Islands.
3. The Defendant applied for a credit card account with HSBC Bank (Cayman) Limited ("HSBC") prior to 1 October 2014, when it was transferred to the Plaintiff. The Credit Card Account facility was opened and a line of credit was extended to the Plaintiff.
4. The current terms of the Credit Card Account agreement (the "Credit Agreement") are, *inter alia*, in summary as follows:
 - a. The minimum monthly payment would be made in full by the due date and that if the minimum is not paid then there would be a monthly late payment service charge;
 - b. The credit limit should not be exceeded and if exceeded the account holder would be responsible for all penalty fees associated with each transaction which exceeds thereafter.
 - c. Any debt incurred following the use of the card, if not cleared in full monthly, would incur interest, service charges and fees that will be added to the debt, which the account holder agrees to repay.
 - d. Accounts which are delinquent for 60 days or more would attract penalty interest rate of 5% over any current rate of interest.
 - e. The account holder or their estate would become liable to pay the total debt immediately without any notice or demand if the account holder breaches any obligations to pay the debt.

- f. All costs and expenses resulting from enforcement of the Bank's rights in any legal action the account holder would reimburse the Bank.
5. The Plaintiff advanced credit to the Defendant from time to time in accordance with the terms of the Credit Agreement.
6. In breach of the Credit Agreement, the Defendant defaulted upon the terms of repayment and failed to pay in accordance with the terms of the Credit Agreement. The Plaintiff has sought to engage with the Defendant pre-action to no avail and, as a result of the default, has suffered loss. The last payment made by the Defendant was for \$714 on or around 25 May 2020.
7. Accordingly, the Plaintiff claims US\$3,364.74 pursuant to the Credit Agreement together with pre- and post-judgment contractual interest on the sums unpaid at a rate of 24% per annum and continuing at the rate of US\$2.21 per diem.
8. In the alternative, 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.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF CLAIMS:

- a) The sum of US\$3,364.74;
- b) Pre- and post-judgment interest from 15 September 2020 at the rate of 24% per annum in accordance with the terms of the credit agreement, accruing at US\$2.21 per diem;
- 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% for such period as the Court deems fit;
- d) 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
- 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 a) US\$3,364.74 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

1. The contractual term upon which interest is claimed is as set out in paragraph 4 & 7 above;
2. The prescribed rate of interest is 24% per annum;
3. The date from which interest is payable is 15 September 2020;
4. The amount of interest accruing due each day is US\$2.21;
5. The alternative rate of interest is 2.375% per annum (court rate).

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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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2021.

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.