

IN THE GRAND COURT OF THE CAYMAN ISLANDS

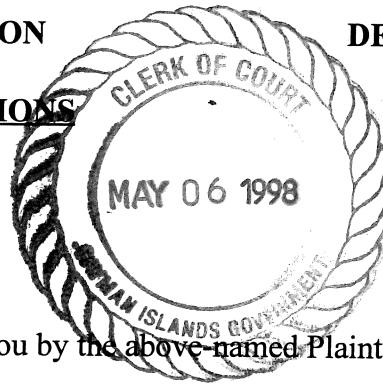
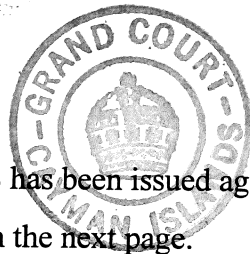
CAUSE NO. 291 OF 1998

BETWEEN: BRITISH AMERICAN BANK PLAINTIFF

AND: THIRY GORDON DEFENDANT

WRIT OF SUMMONS

TO: Thiry Gordon  
P.O. Box 1387  
George Town



THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this <sup>th</sup> 6 day of <sup>May</sup> April 1998.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

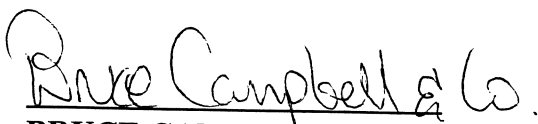
1. The Plaintiff and the Defendant entered into a contract ("the Contract") the terms of which were contained in letters from the Plaintiff to the Defendant dated 21st December 1992 and 10th February 1997.
2. The following were express terms of the Contract:
  - (a) That the Plaintiff would provide financial assistance to the Defendant during the period of her study for a Bachelor of Science Degree - Majoring in Accountancy;
  - (b) that the Plaintiff would make a contribution towards certain expenses incurred by the Defendant in taking the Becker Review Cause and taking the Uniform Certified Public Accountants Examination;
  - (c) that, in consideration of the Plaintiff making the payments referred to in (a) and (b) above the Defendant would remain in the Plaintiff's employment for a period of three years following completion of her studies as aforesaid ("the three year period");
  - (d) that if the Defendant did not complete the three year period due to her taking employment elsewhere, voluntarily ceasing her employment or having caused her employment to be terminated she would repay to the Plaintiff a proportion of the total financial assistance, examination fees and other expenses paid by the Plaintiff to be calculated by reference to the portion of the three year period which had not been served by the Defendant.
3. Pursuant to the terms of the contract between 1992 and 1997 the Plaintiff provided financial assistance to the Defendant and paid examination fees and other expenses in the total sum of US\$24,250.00.
4. In 1997 the Defendant completed her studies and on 2nd January 1997 she commenced her employment with the Plaintiff. On 27th May 1997 the Plaintiff voluntarily terminated her employment with the Plaintiff and took up employment at Citco (Cayman Islands Ltd.). The Defendant was therefore employed with the Plaintiff for 146 days of the three year period.

5. The Defendant is therefore liable to repay the Plaintiff the sum of US\$21,016.10 being the proportion of the financial assistance, examination fees and other expenses paid by the Plaintiff which is equivalent to that part of the three year period which the Defendant did not serve in the employment of the Plaintiff.
6. In breach of the aforesaid agreement the Defendant has failed to pay the said sum of US\$21,016.10.

**THE PLAINTIFF THEREFORE CLAIMS:**

1. Payment of the sum of US\$21,016.10.
2. Interest thereon pursuant to Section 34 of the Judicature Law and the Judgment Debts (Rates of Interest) Rules 1995 at the rate of 7 7/8% per annum at a daily rate of US\$4.54 per day.
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$21,016.10 and CI\$310.16 in respect of the costs and fees further proceedings will be stayed. The money must be paid to the Plaintiffs or his Attorney.



**BRUCE CAMPBELL & CO.**

Attorneys-at-Law  
for the Plaintiff

THIS WRIT OF SUMMONS is filed by Bruce Campbell & Co, Attorneys-at-Law for the Plaintiff herein whose address for service is 4th Floor, Bank of Nova Scotia Building, George Town, Grand Cayman.