



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 Acknowledgment 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 16th day of October, 1995.

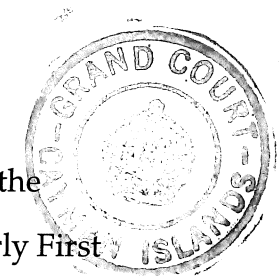
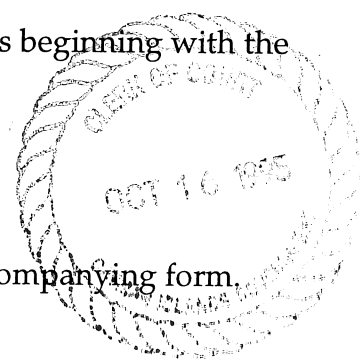
NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

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

**STATEMENT OF CLAIM**

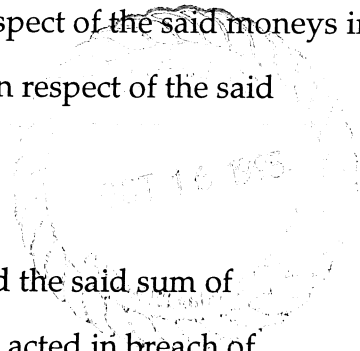
1. The Plaintiff was at all material times carrying on business, inter alia, as a retail bank.
2. The first 3 Defendants were at all material times employed as tellers by the Plaintiff. They worked at its branch at British American Centre (formerly First Home Tower) George Town. The Fourth Defendant had previously been employed by the Bank as an internal auditor.
3. During the period October 1993 to September 1994 or thereabouts the Fourth Defendant conspired with each of the first 3 Defendants to commit an unlawful act, namely to defraud the Plaintiff.



## PARTICULARS OF FRAUD

- (1) The fraud centred on bogus foreign currency transactions. When a customer wishes to exchange foreign currency, e.g. to change CI \$ into US \$ or vice versa, the teller will complete a carbonated form consisting of a top and bottom copy. One copy is a credit note and the other a debit note. When the customer hands his money to the teller the teller will complete and initial the top copy. This will be checked and initialled by a third party. Then the money from the customer will be banked with the credit slip and the teller will exchange the debit slip for the currency which the customer requires. The way the fraud worked was that the teller would complete a form with details of a fictitious customer, have it checked and initialled, then dispose of the credit slip and use the debit slip to obtain moneys which were kept for his or her own benefit.
- (2) Over the period 18th October 1993 to 15th July 1994 or thereabouts the First Defendant completed 23 such bogus transactions in CI\$ and US\$, obtaining moneys equivalent in value to CI\$14,186.00. These are particularized in full at Schedule 1.
- (3) Over the period 12th July 1994 to 29th August 1994 or thereabouts the Second Defendant completed 5 such bogus transactions in CI\$ and US\$, obtaining moneys equivalent in value to CI\$21,554.00. The bulk of the moneys obtained from 4 of the said transactions were paid into bank accounts belonging to third parties which have been identified but from which they were subsequently withdrawn. Each of the said payments was slightly less than the fraudulently obtained sum to which it corresponded so as to disguise its source. Full particulars are set out at Schedule 2.
- (4) Over the period 13th July 1993 to 12th September 1994 or thereabouts the Third Defendant completed 46 such bogus transactions in CI\$ and US\$, obtaining moneys equivalent in value to CI\$111,145.44. These are particularized in full at Schedule 3.

- (5) The Fourth Defendant planned the fraud and recruited the first 3 Defendants to the scheme. They paid him some or all of the moneys which they obtained as a result of their fraudulent conduct.
- (6) In summary each of the 4 Defendants was knowingly party to a fraudulent design to defraud the Bank. With the exception of the Fourth Defendant, each was not necessarily aware of the full extent of the design, but each of the First, Second and Third Defendants was aware that the design went beyond his or her direct involvement with the Fourth Defendant.
4. Alternatively, as against the First Defendant the Plaintiff claims CI\$14,186.00; as against the Second Defendant the Plaintiff claims CI\$21,554.00; as against the Third Defendant the Plaintiff claims CI\$111,145.44; and as against the Fourth Defendant the Plaintiff claims CI\$145,885.44; being moneys payable by each of the Defendants respectively to the Plaintiff for moneys had and received by each Defendant for the use of the Plaintiff as aforesaid.
5. Alternatively, in the premises the First Defendant has converted the said moneys in the sum of CI\$14,186.00 to his own use and has wrongfully deprived the Plaintiff of the same; as has the Second Defendant in respect of the said moneys in the sum of CI\$21,554.00; the Third Defendant in respect of the said moneys in the sum of CI\$111,145.44; and the Fourth Defendant in respect of the said moneys in the sum of CI\$145,885.44.
6. Alternatively, in the premises the First Defendant held the said sum of CI\$14,186.00 on constructive trust for the Plaintiff and acted in breach of fiduciary duty by applying it for his own use; as did the Second Defendant in



respect of the said sum of CI\$21,554.00; and the Third Defendant in respect of the said sum of CI\$111,145.44.

7. Further, in the premises the Fourth Defendant intermeddled by knowing receipt and dealing with the said sum of CI\$145,885.44 or part thereof; alternatively by knowing assistance in the said fraudulent and dishonest scheme. In the premises he was a constructive trustee of the said sum.

8. By reason of the matters aforesaid the Plaintiff has suffered loss and damage.

9. In the premises the Plaintiff claims special damages as follows:

- (1) As against all 4 Defendants the sum of CI\$145,885.44;
- (2) Alternatively, as against the First Defendant the sum of CI\$14,186.00; as against the Second Defendant the sum of CI\$21,554.00; as against the Third Defendant the sum of CI\$111,145.44; and as against the Fourth Defendant the sum of CI\$145,885.44.

10. Further the Plaintiff claims exemplary damages in that in the premises the Defendants with a cynical disregard for the Plaintiff's rights had calculated that the money to be made out of their wrongdoing would probably exceed the damages at risk in that they calculated that their fraudulent conduct would go undetected.

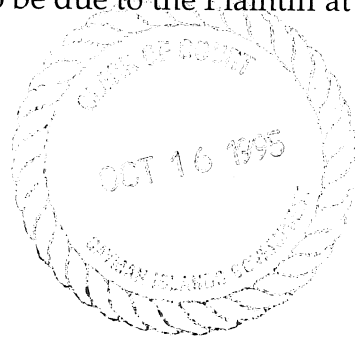
11. Further, the Plaintiff claims interest pursuant to section 34 of the Judicature Law (1995 Revision) at the rate of 8 3/8% per annum:

- (1) On the said sum of CI\$14,186.00 from 15th July 1994 (459 days), amounting to CI\$1,496.34 at the date hereof, and continuing until judgment or sooner payment at the rate of CI\$3.26 per day;
- (2) On the said sum of CI\$21,554.00 from 29th August 1994 (414 days), amounting to CI\$2,049.30 at the date hereof, and continuing until judgment or sooner payment at the rate of CI\$4.95 per day;
- (3) On the said sum of CI\$111,145.44 from 12th September 1994 (400 days), amounting to CI\$10,200.00 at the date hereof, and continuing until judgment or sooner payment at the rate of CI\$25.50 per day;

Further or alternatively on the amount found to be due to the Plaintiff at such rate and for such period as may be just.

**AND** the Plaintiff claims:

- (1) Damages;
- (2) Exemplary damages; alternatively
- (3) An account; alternatively
- (4) Restitution of trust property; and
- (5) Tracing (as against the Fourth Defendant);
- (6) Such further or other relief as may be just;
- (7) Interest pursuant to section 34 of the Judicature Law (1995 Revision) as aforesaid.



(8) Costs.

DATED this 16th day of October, 1995

Quin & Hampson  
QUIN & HAMPSON  
Attorneys-at-Law for the Plaintiff



This Writ of Summons is issued by Quin & Hampson, Attorneys-at-Law, for and on behalf of the Plaintiff herein, whose address for service and correspondence is that of its said Attorneys-at-Law, Harbour Centre, Third Floor, P.O. Box 1348, Grand Cayman, British West Indies.

**INDORSEMENT OF SERVICE**

**Date of Service:**

**Place of Service:**

**Person on whom served:**

**Capacity of person served:**

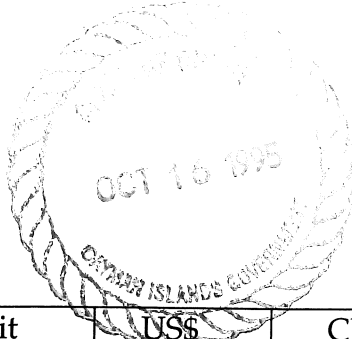
**Person serving:**

**Signature of person serving:**



**This form must be completed within three days of service being effected.**

Javee Gregory



SCHEDULE 1

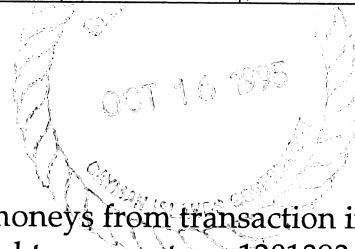
Voucher Ref	Day	Date	Debit posted	US\$ Equiv	CI\$ Equiv	Rate
1		05-Jan-94	CI\$	625.00	500.00	0.80
2		19-Jan-94	CI\$	2,312.50	1,850.00	0.80
3		25-Jan-94	CI\$	700.00	560.00	0.80
4		27-Jan-94	CI\$	500.00	400.00	0.80
5		31-Jan-94	US\$	750.00	630.00	0.84
6		14-Feb-94	CI\$	300.00	240.00	0.80
7		17-Feb-94	CI\$	350.00	280.00	0.80
8		21-Feb-94	CI\$	500.00	400.00	0.80
9		24-Feb-94	CI\$	600.00	520.00	0.87
10		21-Mar-94	CI\$	500.00	400.00	0.80
11		29-Mar-94	CI\$	800.00	640.00	0.80
12		31-Mar-94	CI\$	750.00	600.00	0.80
13		06-Jul-94	US\$	800.00	672.00	0.84
14		08-Jul-94	US\$	1,500.00	1,260.00	0.84
15		12-Jul-94	CI\$	600.00	480.00	0.80
16		08-Jul-94	CI\$	650.00	520.00	0.80
17		13-Jul-94	US\$	800.00	672.00	0.84
18		15-Jul-94	CI\$	500.00	400.00	0.80
19		09-Mar-94	CI\$	800.00	640.00	0.80
20		04-Feb-94	CI\$	750.00	600.00	0.80
21		09-Mar-94	CI\$	1,800.00	1,440.00	0.80
22		17-Dec-93	CI\$	500.00	400.00	0.80
23		18-Oct-93	CI\$	100.00	82.00	0.82
				Total CI\$	14,186.00	



Voucher Ref	Day	Date	Debit posted	US\$ Equiv	CI\$ Equiv	Rate
1	Tues	12-Jul-94	US\$		3,656.00	
2	Mon	01-Aug-94	CI\$	5,625.00	4,500.00	0.80
3	Mon	01-Aug-94	US\$	3,800.00	3,198.00	0.84
4	Fri	16-Aug-94	CI\$	7,500.00	6,000.00	0.80
5	Mon	29-Aug-94	US\$	5,000	4,200.00	0.84
				Total CI\$	21,554.00	

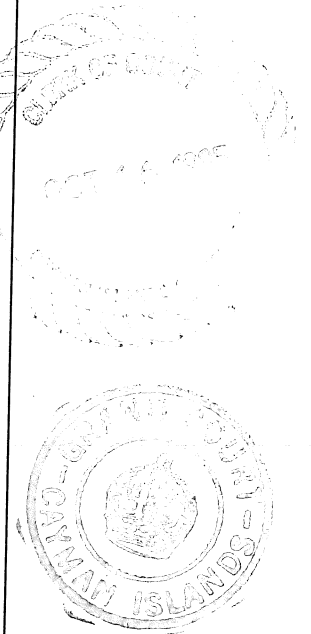
**Notes**

- Voucher Ref 1: Voucher missing. Stolen moneys from transaction in sum of US\$3,648.50 credited to account no. 12013934 in name of Lloyd Ramsaram.
- Voucher Ref 2: Stolen moneys from transaction in sum of CI\$4,472.32 credited to account no. 2505444 in name of Roderick Ebanks.
- Voucher Ref 3: Stolen moneys from transaction in sum of US\$3,800.00
- Voucher Ref 4: Stolen moneys from transaction in sum of CI\$5,975.26 credited to account no. 2505444 in name of Roderick Ebanks.
- Voucher Ref 5: Stolen moneys from transaction in sum of US\$4,978.50 credited to account no. 11011889 in name of Lloyd Ramsaram.



Voucher Ref	Day	Date	Debit posted	US\$ Equiv	CI\$ Equiv	Rate
1	Wed	03-Aug-94	CI\$	3,750.00	3,000.00	0.80
2	Mon	08-Aug-94	CI\$	4,375.00	3,500.00	0.80
3	Mon	08-Aug-94	CI\$	1,000.00	800.00	0.80
4	Fri	12-Aug-94	US\$	2,000.00	1,680.00	0.84
5	Fri	12-Aug-94	US\$	4,649.00	3,905.16	0.84
6	Fri	12-Aug-94	CI\$	1,125.00	900.00	0.80
7	Mon	15-Aug-94	US\$	2,000.00	1,680.00	0.84
8	Mon	15-Aug-94	US\$	4,000.00	3,360.00	0.84
9	Tues	16-Aug-94	US\$	3,887.00	3,265.00	0.84
10	Wed	17-Aug-94	US\$	3,500.00	2,940.00	0.84
11	Thurs	18-Aug-94	US\$	2,000.00	1,680.00	0.84
12	Thurs	19-Aug-94	US\$	3,000.00	2,520.00	0.84
13	Fri	19-Aug-94	US\$	3,950.00	3,318.00	0.84
14	Fri	19-Aug-94	US\$	5,350.00	4,280.00	0.80
15	Mon	22-Aug-94	US\$	2,000.00	1,680.00	0.84
16	Mon	22-Aug-94	US\$	2,000.00	1,680.00	0.84
17	Tues	23-Aug-94	US\$	4,000.00	3,360.00	0.84
18	Wed	24-Aug-94	US\$	400.00	320.00	0.80
19	Wed	24-Aug-94	US\$	3,809.52	3,200.00	0.84
20	Thurs	25-Aug-94	US\$	4,038.00	3,391.92	0.84
21	Fri	26-Aug-94	CI\$	2,500.00	2,000.00	0.80
22	Fri	26-Aug-94	US\$	5,000.00	4,200.00	0.84
23	Mon	29-Aug-94	US\$	4,152.00	3,312.88	0.80
24	Mon	29-Aug-94	CI\$	1,250.00	1,000.00	0.80
25	Tues	30-Aug-94	US\$	6,000.00	5,040.00	0.84
26	Tues	30-Aug-94	US\$	2,500.00	2,100.00	0.84
27	Tues	30-Aug-94	CI\$	1,250.00	1,000.00	0.80
28	Wed	31-Aug-94	US\$	4,000.00	3,360.00	0.84
29	Thurs	01-Sep-94	US\$	6,010.00	5,048.00	0.84
30	Fri	02-Sep-94	US\$	2,500.00	2,000.00	0.80
31	Fri	02-Sep-94	US\$	3,000.00	2,520.00	0.84
32	Fri	02-Sep-94	US\$	3,000.00	2,520.00	0.84
33	Mon	05-Sep-94	US\$	4,000.00	3,360.00	0.84
34	Mon	05-Sep-94	US\$	4,000.00	3,360.00	0.84
35	Tues	06-Sep-94	CI\$	300.00	252.00	0.84
36	Wed	07-Sep-94	CI\$	625.00	500.00	0.80
37	Wed	07-Sep-94	US\$	5,000.00	4,200.00	0.84
38	Wed	07-Sep-94	US\$	3,750.00	3,150.00	0.84
39	Thurs	08-Sep-94	US\$	300.00	252.00	0.84
40	Fri	09-Sep-94	US\$	2,500.00	2,100.00	0.84
41	Fri	09-Sep-94	US\$	1,500.00	1,260.00	0.84
42	Mon	12-Sep-94	US\$	1,200.00	1,008.00	0.84
43	Mon	12-Sep-94	US\$	2,800.00	2,352.00	0.84
44	Mon	12-Sep-94	CI\$	1,300.00	1,040.00	0.80
45	Wed	13-Jul-94	CI\$	4,573.17	3,750.00	0.82

Total CI\$ 111,145.44



DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

*See over for notes for guidance*

*Please complete overleaf*



## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.



**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

Quin & Hampson  
Attorneys-at-Law  
Harbour Centre, Third Floor  
P.O. Box 1348  
George Town,  
GRAND CAYMAN

*Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.*

[Empty box for defendant's attorney indorsement]