

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 131 OF 2001

In the Matter of  
THE LEGAL PRACTITIONERS LAW  
(1995 Revision)

- and -

In the Matter of an application by  
WENDY SUE STENNING (formerly Bothwell)  
for admission as an Attorney-at-Law  
in the Cayman Islands

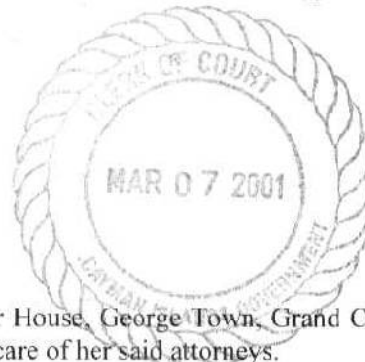
Fees Paid.	\$ 1100
Receipt No.	79207
Date	7.3.2001

APPLICATION FOR ADMISSION

APPLICATION IS HEREBY MADE pursuant to Section 3(1)(c) of the Legal Practitioners Law (1995 Revision) ("the Law") and Regulation 15(2) of the Legal Practitioners (Students) Regulations (2000 Revision) ("the Regulations") for the admission of WENDY SUE STENNING (formerly Bothwell), as an Attorney-at-Law in the Cayman Islands. In fulfillment of the requirements of the said Section 3(1)(c) of the Law and Regulation 15 of the Regulations this Application is accompanied by a Declaration in Form 1 of the Regulations and the Applicant's Affidavit in support.

DATED this 7<sup>th</sup> day of March, 2001.

WALKERS  
Attorneys-at-Law for the Applicant

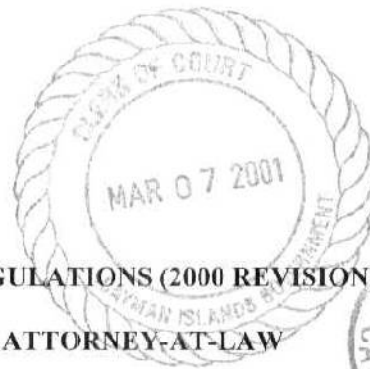


FILED by Walkers, Attorneys-at-Law of P. O. Box 265, Walker House, George Town, Grand Cayman, Attorneys-at-Law for the Applicant whose address for service is care of her said attorneys.

**THE LEGAL PRACTITIONERS (STUDENTS) REGULATIONS (2000 REVISION)**

**APPLICATION TO BE ADMITTED AS AN ATTORNEY-AT-LAW**

Legal Practitioners Law (1995 Revision) Section 3(1)(c) and Regulation 15(2)



WE, WENDY SUE STENNING of West Bay, Grand Cayman and ANGUS J.E. FOSTER of George Town, Grand Cayman do solemnly and sincerely declare as follows:-

A. And I the said Wendy Sue Stenning for myself do say that:-

- (1) I am one and the same person named as "the Articled Clerk" in the Articles of Clerkship dated 6<sup>th</sup> September, 1999 ("the Articles") now produced and shown to me marked with the letter "A". Since the date of the Articles I have married and my last name is now Stenning.
- (2) The Articles were registered pursuant to Regulation 16 of the Legal Practitioners (Students) Regulations (2000) on 29<sup>th</sup> November, 1999.
- (3) Since the date of the Articles I have been actually employed in the proper business practice and employment of Angus J.E. Foster, Attorney-at-Law, of Walkers, Attorneys-at-Law, of Walker House, George Town, Grand Cayman, and I have not held any other office or engaged in any other employment during that period.
- (4) I have never been convicted of a criminal offence.
- (5) I was awarded the Diploma in Legal Practice with Commendation by Nottingham Trent University, England, on 16<sup>th</sup> July, 1999, a true copy of which, together with a true copy of a letter from Mr. Mitchell C. Davies, the Director of Legal Studies at the Cayman Islands Law School, confirming my eligibility to register the Articles, is now produced and shown to me together marked with the letter "B".

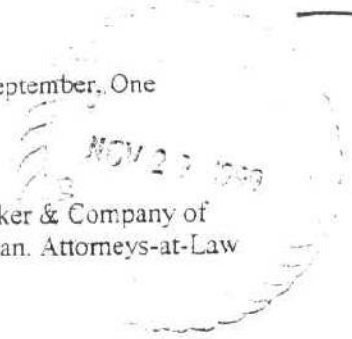
B. And I the said Angus J.E. Foster for myself do say:-

- (1) I am a practising attorney-at-law in the Cayman Islands qualified under section 15 of the Legal Practitioners Law (1995 Revision) to take a person into my service as an Articled Clerk, and am the same person named as "the Principal" in the Articles of Clerkship produced herewith and marked with the letter "A".
- (2) The said Wendy Sue Stenning (formerly Bothwell) has been bound by articles to me since 6<sup>th</sup> September, 1999, and has since that date been actually employed in my proper business practice and employment as an articled clerk.
- (3) The period of articles which has been served by the said Wendy Sue Stenning satisfies the requirements of Regulation 17 of the Legal Practitioners (Students) Regulations (2000 Revision).



A

THESE ARTICLES OF CLERKSHIP are entered into on the 6<sup>th</sup> day of September, One Thousand Nine Hundred and Ninety Nine.



BETWEEN: ANGUS JOHN ELLIOT FOSTER, a partner of W.S. Walker & Company of P.O. Box 265, Walker House, George Town, Grand Cayman, Attorneys-at-Law (hereinafter called "the Principal") of the ONE PART

AND: WENDY SUE BOTHWELL of P.O. Box 30330 SMB, Grand Cayman (hereinafter called "the Articled Clerk") of the OTHER PART

WITNESS as follows:-

1. The Principal hereby takes the Articled Clerk as his clerk for the period of 18 months from the date hereof (hereinafter called "the Term").
2. The Articled Clerk binds herself to the Principal to serve the Principal for the period of 18 months from the date hereof (hereinafter called "the Term").
3. The Articled Clerk covenants with the Principal as follows:-
  - (a) Honestly, diligently and faithfully and to the best of her ability to serve the Principal throughout the Term as ~~his~~ Articled Clerk to the profession of an Attorney-at-Law;
  - (b) Not at any time to deal improperly with the money or property of the Principal, of his firm or any of his or their clients or employees which shall be deposited in his or her hands or entrusted to the custody or possession of him or them;
  - (c) Not at any time during or after the Term to make public or disclose any information as to the affairs of the Principal, his partners or partners or any of his or their clients or the names of any clients;
  - (d) At all times during the Term readily to obey and execute the lawful and reasonable instruction of the Principal and his partner or partners and except as otherwise in the Articles provided not to absent herself from the service and employment of the Principal at any time DURING the Term without consent of the Principal and at all times during the Term to conduct herself with all due diligence, honesty and propriety and to truly and honestly serve the Principal during the Term as a faithful clerk ought;
  - (e) During the Term to complete and maintain (in the form in the Schedule to these Articles) a record (hereinafter called "the Diary") of her work and experience and thereafter retain it until she has been admitted as an Attorney-at-Law;
  - (f) To indemnify the Principal against any loss or damage or prejudice caused by the misbehavior, neglect or improper conduct of the Articled Clerk and to make good and reimburse to the Principal the amount and value thereof PROVIDED that this covenant shall not apply to any act or omission without malice of the Articled Clerk which would have constituted professional negligence if committed or omitted by an Attorney-at-Law;

(g) To apply herself diligently to any course of instruction which the Principal permits the Articled Clerk to attend during working hours and to permit the Principal to enquire of any institution or tutor as to the progress and attendance of the Articled Clerk at any course of instruction and as to the result of any examination;

4. Principal covenants with the Articled Clerk as follows:-

(a) To accept and take the Articled Clerk as his clerk and to the best of his ability to teach and instruct the Articled Clerk or cause her to be taught and instructed by the partner or partners of the Principal or any associate Attorney-at-Law employed by any of them in the practice and profession of an Attorney in such manner as the Principal now practices or may during the Term practice to provide the Articled Clerk with the opportunity to learn and assimilate the basic skills and characteristics associated with the practice and professional of an Attorney-at-Law and in particular to:-

(i) provide the Articled Clerk with the opportunity of assimilating the principles of professional conduct and etiquette and to learn by practice the following basic skills:-

- (a) drafting;
- (b) interviewing;
- (c) research;
- (d) office administration, routines and procedures; and

(ii) give the Articled Clerk the opportunity of being involved in legal work in the following fields:-

- (e) Commercial Law;
- (f) Company and Partnership Law;
- (g) Litigation;
- (h) Land Law Conveyancing
- (i) Legal Accounting;
- (j) Trusts and Succession.

(b) To use all reasonable endeavors to ensure that each calendar month either he or another person delegated by him for the purpose will be available to inspect and sign the Diary which the Articled Clerk has kept and to discuss informally with her such general points as may have arisen thus far during the Term.

(c) Subject as hereinafter appears, to pay monthly in arrears to the Articled Clerk from the day first above written during the term salary at the rate of C\$2,500 per month, such salary to be reviewed after 6 months.

(d) To allow the Articled Clerk in addition to Saturdays, Sundays and statutory holidays, 15 working days holiday in each year at such time or times as the Principal may agree with the Articled Clerk.

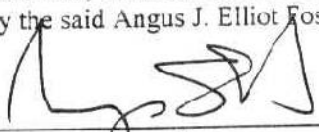

(e) To allow the Articled Clerk during periods when she is sick up to 21 working days leave on full salary in each period of twelve months during the term subject in the case of an absence of more than one day's duration due to sickness to her production to the Principal as soon as is practicable of a certificate of a qualified medical practitioner

confirming that the sickness rendered the Articled Clerk unfit for service under these Articles and caused such absence.

- (f) To provide the Articled Clerk with full health insurance from a reputable insurance company licensed in the Cayman Islands and to keep all premiums up to date and to fully indemnify her for any failure thereof.
  - (g) To deduct and invest monthly 5% of the Articled Clerk's monthly salary together with an equal sum contributed by the principal into a pension fund on her behalf.
5. Any difficulty or dispute between the Articled Clerk and the Principal concerning the fulfillment of the relevant provisions of these Articles or the conduct of either party in relation to these Articles may be referred by either of them to the Legal Advisory Council (established under section 29 of the Legal Practitioners Law, 1991) with a view to such difficulty or dispute being settled in conciliation. If as the consequence of a reference to it under this Clause that Council determines that any of the covenants in Clauses 4(a)(i); 4(a)(ii) or 4(b) hereof have not been or have no reasonable likelihood of being complied with by the Principal then the Principal will give the Articled Clerk the opportunity to be released from these Articles.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals the day and year first above written.

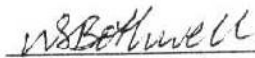

SIGNED, SEALED AND DELIVERED  
by the said Angus J. Elliot Foster

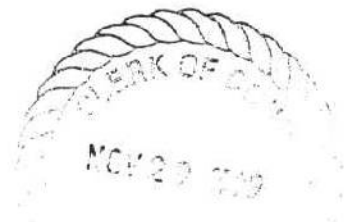
in the presence of:-

  
Witness

SIGNED, SEALED AND DELIVERED  
by the said Wendy Sue Bothwell

   
in the presence of:-

  
Witness



I, David Ballantyne, Attorney-General of the Cayman Islands HEREBY CERTIFY that I am satisfied that the terms of these Articles are fair and reasonable.

DATED this 7th day of October, 1999.



B



**The Nottingham Trent University**

**WENDY SUE BOTHWELL**

*has been awarded the*

**DIPLOMA  
with COMMENDATION**

*having followed an approved programme in*

**LEGAL PRACTICE**

**16th July 1999**

*R. Cowan*

Vice-Chancellor

*David White*

Chairman of the  
Board of Governors

Cayman Islands Law School  
Tower Building  
George Town  
Grand Cayman

B



November 18 1999

Ms Wendy Bothwell  
PO Box 30330 SMB  
Grand Cayman

Dear Ms Bothwell,

I am delighted to advise you that the Legal Advisory Council has agreed that the Diploma in Legal Practice, awarded to you by Nottingham Law School, should be deemed equivalent to the local Qualifying Examination, by exercise of the discretion conferred upon it by regulation 16(1)(a) Legal Practitioners (Students) Regulations (1999 Revision). This decision enables you to immediately apply to register Articles of Clerkship. Moreover, it has been determined that the required 18 month period of Articles is to have an effective commencement date in your case of September 6, 1999, which I understand from your Principal, Mr. Angus Foster, to be the date on which you began employment with Walkers.

The Council wishes you every success in your legal training.

Yours sincerely,

Mitchell C Davies  
Director of Legal Studies.  
CC Hon. Chief Justice.

