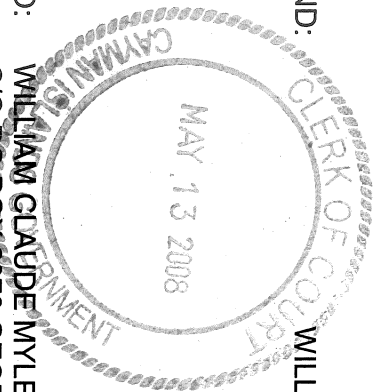


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *60228*  
OF 2008

BETWEEN: FIRST CARIBBEAN INTERNATIONAL BANK  
(CAYMAN) LIMITED PLAINTIFF

AND: WILLIAM CLAUDE MYLES  
DEFENDANT



**WRIT OF SUMMONS**

TO: WILLIAM CLAUDE MYLES  
C/O PO BOX 2073 GEORGE TOWN  
GRAND CAYMAN



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, PO Box 495GT, 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 *13<sup>th</sup>* day of May 2008

NOTE – This Writ may not be served later than 4 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

#### Background

1. The Plaintiff, First Caribbean International Bank (Cayman) Limited, is a bank carrying on business at First Caribbean House, 25 Main Street, P.O. Box 68 GT, George Town, Grand Cayman, KY1-1102, Cayman Islands.
  2. The Defendant operates a business known as Intelsec Consultants Limited ("Intelsec"). There was a written agreement dated 23 August 2000 between Barclays Bank PLC ("the Bank") and Intelsec under which Intelsec provided certain services to the Bank. This agreement was terminated by the Bank on or about 7 July 2004.
  3. The Defendant was at all material times a customer of the Plaintiff.
  4. On or about 14 April 2004 the Bank formally merged its business with CIBC Bank & Trust Co. (Cayman) Limited to form the Plaintiff, First Caribbean International Bank (Cayman) Limited. Pursuant to the merger the Plaintiff inherited all rights, assets and interests of the Bank.
- The Debts**
- Bank Account No. # 2283726 ("the Current Account")**
5. In March 2002, the Defendant applied to open a bank account with the Bank. As a result on 27 March 2002 Current Account No. #2283726 was opened on behalf of the Defendant. The Current Account was unsecured.
- Loan Account No. # 2122668 ("the Loan Account")**
6. The Defendant operated another current account at that time and in or around 19 December 2002, the Plaintiff transferred the overdrawn balance of the Defendant's

current account no. #2283564 to a new loan facility known as Loan Account No. # 2122668. The amount of the loan was for the sum of C1 \$10,341.38. The Defendant accepted this proposal on or about 20 December 2002.

7. The terms of the Loan Account are set out below:
- (a) the loan was repayable over 19 months in the sum of C1 \$588 per month, commencing on 28 December 2002;
  - (b) interest was to accrue on the loan at the rate of 5% above prime per annum, effective 9.25% at 28 December 2002;
  - (c) no security was granted to the Plaintiff by the Defendant;
  - (d) notwithstanding the arrangement the loan remained repayable on demand; and
  - (e) if an instalment was overdue for more than 21 days this constituted an event of default and the plaintiff could exercise its option to demand repayment in full.

#### **Failure by Defendant to make payments**

##### **The Current Account**

- 8. The Defendant failed to operate the Current Account in accordance with the terms agreed between the parties.
- 9. The Current Account remains inactive and no deposits have been made since June 2003.
- 10. The Plaintiff wrote to the Defendant on 11 June 2002 and 18 June 2004 requesting repayment of the sum of US \$10,326.38 and US \$7,491.00 being the principal sums due on the Current Account. The Defendant failed to repay the whole or any part of the amounts outstanding.
- 11. By a further letter dated 10 November 2004, the Plaintiff's attorney made a written request for repayment of the sums owed by the Defendant. In or about February 2005 the Defendant made a part payment in the sum of C1\$2,000.00 to the Plaintiff's attorney. This money was applied to various other accounts including the Loan Account operated

by the Defendant which were in default. The Defendant failed to repay the whole or any part of the amount outstanding on the Current Account.

12. Interest continues to accrue on the Current Account at the rate of 19% per annum.
13. As at 13th March 2008, the Current Account was overdrawn in the sum of US\$ 32,980.39 being US\$ 7,277.21 principal and US\$ 25,703.18 interest and charges from February 1999 to 13th March 2008.

#### The Loan Account

14. The Defendant failed to operate the Loan Account in accordance with the terms agreed between the parties. During the course of the loan the Defendant made only five payments to the Plaintiff as follows:
  - 8 January 2003 – CI \$588.00;
  - 26 March 2003 – CI \$640.00;
  - 15 April 2003 – CI \$588.00;
  - 20 January 2004 – CI \$150.00; and
  - 2 February 2005 – CI \$1150.00.
15. The total sum of CI \$3,116.00 was received from the Defendant. The last payment of CI \$1150.00 was received from the Defendant on or about 2 February 2005. The Loan Account expired on or about 28 July 2004.
16. By a letter dated 18 June 2004 the Plaintiff requested that the Defendant repay the sums of CI \$20,722.06 & US \$7,491.00. The Defendant failed to repay the whole or any part of the amounts outstanding.
17. By a letter dated 10 November 2004 the Plaintiff's attorney made written request for repayment of the sum owed by the Defendant. The Defendant failed to repay the amount outstanding.
18. On or about February 2005 the Defendant made a part payment in the sum of CI \$2,000.00 to the Plaintiff's attorney. The sum of CI \$1,150.00 was applied to the Loan

Account. The remainder was applied to another account operated by the Defendant in the name of the Defendant's company Intelsec Consultants Limited

19. Interest continues to accrue on the principal amount at the following fluctuating rates in accordance with terms on which the Loan Account was granted (5.00% above Prime):
- (a) from July 2004 to 10 August 2004 interest accrued at the rate of 9.25% per annum or CI\$ 2.45 per diem;
  - (b) from 11 August 2004 to 23 September 2004 interest accrued at the rate of 9.50% per annum or CI\$ 2.52 per diem;
  - (c) from 24 September 2004 to 15 November 2004 interest accrued at the rate of 9.75% per annum or CI\$ 2.65 per diem;
  - (d) from 16 November 2004 to 19 December 2004 interest accrued at the rate of 10% per annum or CI\$ 2.65 per diem;
  - (e) from 20 December 2004 to 7 February 2005 interest accrued at the rate of 10.25% per annum or CI\$ 2.71 per diem;
  - (f) from 8 February 2005 to 29 March 2005 interest accrued at the rate of 10.50% per annum or CI\$ 2.49 per diem;
  - (g) from 30 March 2005 to 8 May 2005 interest accrued at the rate of 10.25% per annum or CI\$ 2.46 per diem;
  - (h) from 9 May 2005 to 11 July 2005 interest accrued at the rate of 11.00% per annum or CI\$ 2.52 per diem.
  - (i) from 12 July 2005 to 14 August 2005 interest accrued at the rate of 11.25% per annum or CI\$ 2.58 per diem.
  - (j) from 15 August 2005 to 20 September 2005 interest accrued at the rate of 11.50% per annum or CI\$ 2.52 per diem.
  - (k) from 21 September 2005 to 13 November 2005 interest accrued at the rate of 11.75% per annum or CI\$ 2.69 per diem.

- (l) from 14 November 2005 to 18 December 2005 interest accrued at the rate of 12.00% per annum or CI\$ 2.75 per diem.
- (m) from 19 December 2005 to 5 February 2006 interest accrued at the rate of 12.25% per annum or CI\$ 2.80 per diem.
- (n) from 6 February 2006 to 2 March 2006 interest accrued at the rate of 12.50% per annum or CI\$ 2.86 per diem.
- (o) from 3 March 2006 to 15 May 2006 interest accrued at the rate of 12.75% per annum or CI\$ 2.92 per diem.
- (p) from 16 May 2006 to 5 July 2006 interest accrued at the rate of 13.00% per annum or CI\$ 2.98 per diem.
- (q) from 6 July 2006 to 27 September 2007 interest accrued at the rate of 13.25% per annum or CI\$ 3.04 per diem.
- (r) from 28 September 2007 to 11 October 2007 interest accrued at the rate of 12.75% per annum or CI\$ 4.04 per diem.
- (s) from 12 October 2007 to 14 October 2007 interest accrued at the rate of 13.25% per annum or CI\$ 4.20 per diem.
- (t) from 15 October 2007 to 4 November 2007 interest accrued at the rate of 12.75% per annum or CI\$ 4.04 per diem.
- (u) from 5 November 2007 to 16 December 2007 interest accrued at the rate of 12.50% per annum or CI\$ 3.96 per diem.
- (v) from 23 January 2008 to 22 January 2008 interest accrued at the rate of 12.25% per annum or CI\$ 4.08 per diem.
- (w) from 1 February 2008 to 12 March 2008 interest accrued at the rate of 11.00% per annum or CI\$ 3.66 per diem.

20. As at 13th March 2008, the Defendant owed the Plaintiff in respect of the Loan Account the sum of CI\$ 12,832.70 being CI \$8,365.00 principal and CI\$ 4,467.70 interest from December 2002 to March 2008.

**AND THE PLAINTIFF CLAIMS:**

- (a) Payment of the principal sum of US \$7,277.21 outstanding on the Current Account;
  - (b) Interest of US \$23,606.82 from April 2004 to 13th March 2008 pursuant to the terms of the Current Account;
  - (c) Continuing interest pursuant to the terms of the Current Account at the rate of 19.00% per annum or US \$4.19 per diem until payment;
  - (d) Payment of the principal sum of CI \$8,365.00 outstanding on the Loan Account;
  - (e) Interest of CI\$ 4,467.70 from December 2002 to 13 March 2008 pursuant to the terms of the Loan Account;
  - (f) Continuing interest pursuant to the terms of the Loan Account at the rate of 5% above the prime rate per annum of CI\$ 3.66 per diem until payment;
  - (g) Legal costs; and
  - (h) Further and other relief.
- DATED this 13<sup>th</sup> day of May 2008

*Walkers.*

**WALKERS**

Attorneys at Law for the Plaintiff

This Writ is issued by Walkers, Attorneys at Law, Walker House, 87 Mary Street, PO Box 265GT, George Town, Grand Cayman, KY1-9001 for the Plaintiff whose address for service is care of its said Attorneys at Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2008

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK PLAINTIFF  
(CAYMAN) LIMITED

AND: WILLIAM CLAUDE MYLES DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form **IMMEDIATELY**.

**Important.** Read the accompanying Delay may result in judgment being entered directions and notes for guidance carefully against a Defendant whereby he may have to before completing this form. If any information pay the costs of applying to set it aside. required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes  no

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

yes  no

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Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

[Attorney] for

[Defendant in person]

Address for service:

**Please complete overleaf**

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

Walkers  
Attorneys at Law  
PO Box 265GT  
Walker House, 87 Mary Street  
George Town, Grand Cayman KY1-9001  
Ref: DMM/TAM/F1757/47772

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

**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 Courts Office, PO Box 495GT, 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 instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## s for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Court's 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 its 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 Court's office.