

**Writ of Summons (O.6, r.1)**



IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. *60949* OF 2008

BETWEEN

INTELSEC CONSULTANTS LIMITED

PLAINTIFF

AND:

MAY 20 2008

FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED DEFENDANT  
SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT: FIRST CARIBBEAN HOUSE, 25 Main Street, P.O. Box 68 GT,  
George Town, Grand Cayman, Cayman Islands, BWI

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 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 *20* day of May 2008

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. By an agreement made on 23 August 2000 (the "Agreement") between the Defendant, then known as Barclays Bank Plc, now known as FirstCaribbean International Bank (Cayman) Limited (the "Bank") and the Plaintiff, it was agreed that the Plaintiff would provide various services as a Bailiff for the collection of funds owed to the Bank by its clients.
2. The Agreement to which the Plaintiff will refer as may be necessary for its full terms, meaning and effect, provided, *inter alia*, as follows:
  - “3. The Bank's obligations
  - 3.1 The Bank will provide the Bailiff from time to time with a list of debtors which list shall include the names, addresses, balances, outstanding arrears and any other information which will assist the Bailiff in locating the debtors. The -Bank may amend the list from time to time.
  - 3.2 The Bank shall make available to the Bailiff a copy of the Barclays Bank PLC Guidelines for Debt Collectors and the Bailiff shall carry out his duties under this agreement in accordance with the contents of that document.
  - 3.3 In return for the provision of the services of the Bailiff under this agreement the Bank shall pay to the Bailiff a fee of twenty-two and a half percent (22.50%) of all amounts paid by the debtors on the list of debtors given to the Bailiff for collection whether the amounts are paid to the bailiff or directly to the Bank.”
4. In accordance with the Agreement the Plaintiff performed its duties.
5. Funds collected under the Agreement directly by the Plaintiff from the clients of the Bank were paid to the Defendant out of which the Defendant paid the Plaintiff its fees.
6. During the Agreement and since the termination of the Agreement some of the clients of the Bank instead of paying funds to the Plaintiff directly paid the funds to the Defendant directly. The Plaintiff requested payment for those services as provided under the Agreement. The Defendant has failed to pay the funds owed to the Plaintiff despite numerous request from the Plaintiff both orally and in writing and in particular the Plaintiff's letter dated 13 December 2004 (the "Letter"), and recently in writing from the Plaintiff's attorney, to the Bank setting out the names of all of the clients of the Bank together with account details which list consists of the collection accounts requesting payment for the services provided under the Agreement. The Letter showed that the Plaintiff provided

services with regards to the individuals named in the list and as a result and in accordance with paragraph 3.3 of the Agreement would be entitled to a percentage of the sum collected. The Defendant refuses to provide the Plaintiff with all of the delinquent client accounts in which the Plaintiff was requested to collect funds and further refuses to set out the amounts actually collected to enable the Plaintiff to calculate the sum of money owed to it.

7. Notwithstanding repeated request for payment, the Bank refused to provide the Plaintiff with a record of all of the accounts and the sums collected through the Plaintiff from the customers of the Bank and paid directly to the Bank.

8. In breach of the Agreement the Defendant has failed and refuses to pay the Plaintiff the sums owed which sum will be particularised in due course on receipt of documents following discovery.

And the plaintiff claims:

- (1) Damages.
- (2) Interest on (8) above pursuant to The Judicature Law (1995 Revision), the plaintiff is entitled to and claims interest on such sums as are found to be due at the statutory rate and for such period as the Court shall think fit.
- (3) Costs



Clyde H. Allen, Chambers

THIS WRIT was issued by Clyde H. Allen, Chambers on behalf of the Defendant whose address for service is P. O. Box 31076 SMB, 2nd Floor, Suite 10, Jack & Jill Building, 19 Fort Street, KY1-1205, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. OF 2008

BETWEEN INTELSEC CONSULTANTS LIMITED PLAINTIFF

AND:

FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED DEFENDANT

ACKNOWLEDGMENT 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 directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in Judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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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

3. If the claim against the Defendant is for a debt or a 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

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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

Address for service: (please see overleaf)

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

Clyde H. Allen, Chambers  
P.O. Box 31076 SMB,  
2nd Floor, Suite 10,  
Jack & Jill Building,  
19 Fort Street, KY1-1205,  
George Town,  
Grand Cayman,  
Cayman Islands.

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