

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *GO 384*  
OF 2008

BETWEEN:

APPLEBY, A FIRM

Plaintiff

AND

CHRISTINA BELARGENT

Defendant



WRIT OF SUMMONS



TO: Christina Belargent  
c/o Citco Bank and Trust Company Limited  
Regatta Office Park  
West Bay Road, P.O. Box 31105 SMB  
Grand Cayman, Cayman Islands - British West Indies

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, 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 Acknowledgement within the time stated, or if you return the Acknowledgement 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                    day of August 2008

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 Acknowledgement of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is a firm of attorneys-at-law, with offices located at PO Box 190 GT, Clifton House, 75 Fort Street, George Town, Grand Cayman.
2. The Defendant is an attorney who is employed by Citico Bank and Trust Company Limited, Regatta Office Park, West Bay Road, P.O. Box 31105 SMB Grand Cayman, Cayman Islands - British West Indies.
3. The Plaintiff firm was until 31 March 2004 known as Hunter & Hunter. The Defendant was previously known as Christina Parsons.
4. By letter dated 18 May 2000 addressed to the Defendant ('the Offer Letter'), the Plaintiff offered to provide certain benefits to the Defendant on the terms and subject to the conditions pleaded further in paragraphs 7 & 8 below.
5. By letter dated 13 June 2000 enclosing a signed copy of the Offer Letter, the Defendant accepted the offer contained in the Offer Letter.
6. By reason of the facts pleaded in paragraphs 4 and 5 above, a contract ('the Contract') existed between the Plaintiff and the Defendant.
7. The Contract provided that the Plaintiff would sponsor the Defendant for the remainder of her law degree course at the Cayman Islands Law School and a subsequent course to be approved by the Defendant leading to professional examinations, upon the specific terms set out in the Offer Letter.
8. The Offer Letter included *inter alia* the following express terms:
  - (a) The Plaintiff would pay the Defendant's tuition and examination fees;
  - (b) The Plaintiff would cover the reasonable cost of text books required for the Defendant's law degree and professional examination studies;

- (c) The Plaintiff would provide to the Defendant a living allowance of C\$1,000 per month starting in September 2000;
- (d) The sponsorship was subject to the successful completion by the Defendant of her second year examinations;
- (e) The Plaintiff would commit to the continuation of the sponsorship to cover an approved course leading to professional examinations on condition that the Defendant obtained an Honour's Degree with a grade level of at least 2:1;
- (f) In the event that the sponsorship was continued to cover an approved course leading to professional examinations, the Defendant would make herself available during part of the period between her final degree examinations and starting a professional course to work with the Plaintiff in its summer student programme;
- (g) Upon successful completion of professional examinations, the Plaintiff would be given the first opportunity to discuss and agree with the Defendant either Articles of Clerkship with the Plaintiff or (in the event that the Defendant were to qualify first as a Solicitor or Barrister in England) employment as a lawyer with the Plaintiff;
- (h) If the Defendant successfully completed her law degree, but did not accept any reasonable offer made by the Plaintiff, either for Articles of Clerkship or for other employment, or if for any reason the Defendant did not remain with the Plaintiff for a period of time equal to that for which it had provided sponsorship, then the total sum of the scholarship would be treated as a loan and would be repayable without interest on terms to be agreed or failing agreement by equal monthly instalments over a period of not more than three years; and,
- (i) The Defendant would not enter into any agreement for sponsorship or similar arrangements in connection with her university or professional studies with any other Cayman Islands law firm without the consent of the Plaintiff.

9. In or about July 2001, the Defendant was awarded a 2:1 degree from the University of Liverpool, through the Cayman Islands Law School.
10. Pursuant to the condition pleaded at paragraph 8 (e) above, the Plaintiff approved attendance by the Defendant at the Bar Vocational Course offered by the Inns of Court School of Law in London, and the Plaintiff continued to provide sponsorship and assistance to the Defendant for the duration of that course.
11. By letter dated 30 April 2002 the Plaintiff agreed to extend the Defendant's sponsorship on the same terms, to cover attendance at a master's degree (LL.M.) course.
12. In performance of the Contract as thereby extended, the Defendant continued to provide sponsorship to the Defendant for the LL.M. course.
13. In or about October 2002 the Defendant indicated to the Defendant a preference for serving pupillage at the Bar in London rather than returning to Cayman after the LL.M. course. On the basis that any such pupillage would be unpaid, the Plaintiff agreed to provide further funding to the Defendant during the 12 month duration of such pupillage, and did so.
14. In performance of the Contract the Plaintiff paid a total of C1\$76,300 to the Defendant.
15. The Plaintiff offered to employ the Defendant as an attorney, subject only to a period of training to ensure that the Defendant had appropriate familiarity with Cayman Islands law, which she had not covered in any of her studies or in pupillage, and to familiarise her with the area of commercial law in which she had stated she wished to practise.
16. The Defendant rejected the Offer of Employment on 12 February 2005, and refused to discuss her reasons for doing so with Mr Bolton, the Partner of the

Plaintiff responsible for sponsored students, despite several requests by Mr Bolton during the latter part of February 2005.

17. In the circumstances the Defendant became bound from the date of her refusal of employment to repay to the Plaintiff the funds totalling CI\$76,300 provided to the Defendant pursuant to the Contract in accordance with the obligation pleaded at paragraph 8(h) above. Therefore, the Plaintiff's case is that the obligation to commence repayment arose on the 12 February 2005.

18. No agreement as to alternative payment terms has ever been reached and accordingly the default arrangements namely equal monthly instalments of CI\$2,199.44 for 3 years, apply. As the three years has now lapsed the total sum is now due and payable.

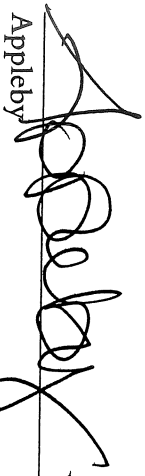
19. In breach of that obligation, and despite a demand by letter on 28 April 2008 and 30 July 2008 from the Plaintiff, which was hand delivered and accepted by the Defendant at her place of employment, the Defendant has not repaid any of the outstanding amount.

20. Therefore at the date hereof the Defendant is indebted to the Plaintiff in the amount of CI\$76,300.

21. Although interest does not accrue on the contractual debt, the Plaintiff is entitled to, and claims, interest pursuant to statute on the amount of any judgment, from the date of judgment until payment.

AND THE PLAINTIFF CLAIMS:

1. CI\$76,300.00 due and owing at the date hereof;
2. Pre and post Judgment Interest from 12 February 2005 in accordance with the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules as amended.
3. Costs.

  
\_\_\_\_\_  
Appleby,  
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service:

Appleby  
Attorneys-at-Law  
Clifton House  
75 Fort Street  
PO Box 190 GT  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
Ref: NB/SH/50000.010/

INDORSEMENT

The amount claimed in respect of the debt is CI\$76,300.01 as principal. If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the writ of summons (US\$1,052.44), these proceedings will be stayed.

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 each Defendant or by each 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 is more than one) is required to complete an Acknowledgement 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 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 Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2008

B E T W E E N :

APPLEBY, A FIRM

Plaintiff

AND

CHRISTINA BELARGENT

Defendant

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ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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

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

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

[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 communication 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.

Appleby  
Attorneys-at-Law  
75 Fort Street  
P. O. Box 190 GT  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
Ref: NB/SI/50000.010

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

