

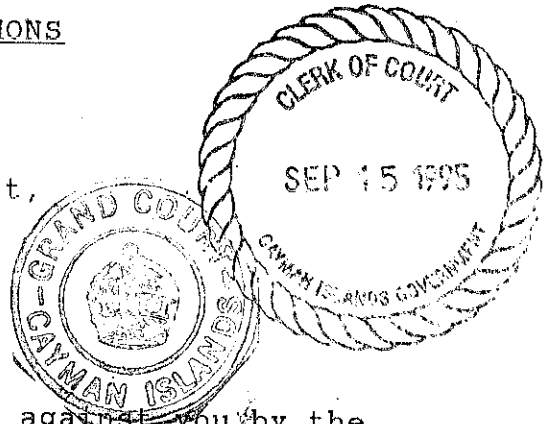
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 385 OF 1995

BETWEEN: TROY SMITH - PLAINTIFF
AND: ISLAND AIR LTD - DEFENDANT

WRIT OF SUMMONS

TO: Island Air Ltd.,
C/O Givens Hall Bank & Trust,
CITCO Bldg.,
P.O. Box 2097, G.T.,
George Town
Grand Cayman



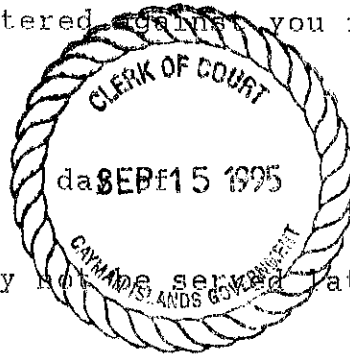
THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

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, P.O. Box 495G, George Town, 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

judgement may be entered against you forthwith without further notice.

Issued this



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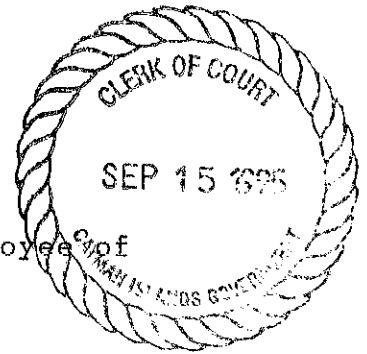


NOTE - This Writ may not be served later than 4 calendar months

IMPORTANT

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

STATEMENT OF CLAIM

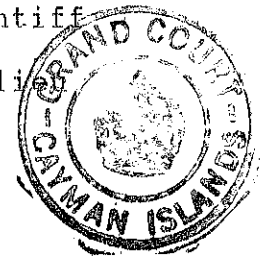
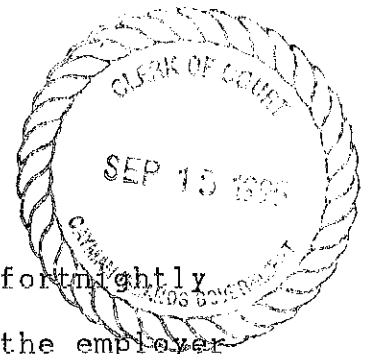


1. The Plaintiff is a Pilot who resides at George Town, Grand Cayman and at the material time he was an employee of the Defendant.
2. The Defendant is a limited liability company incorporated and licensed under the laws of the Cayman Islands to carry on the business of an air passenger/cargo facility. At the material time the Defendant was the Plaintiff's employer.
3. The Plaintiff was employed by the Defendant for approximately 4 years 7 months from 1st November, 1989 to 20th June, 1994, as an Instructor/Pilot. On 20th June, 1994 the Plaintiff was told by the Defendant that his services were no longer necessary and he was therefore terminated by the Defendant. Despite the terms of section 6 of the Labour Law, the Plaintiff was never given a written indication statement of his duties with the Defendant.
4. There was a verbal contract of employment between the Plaintiff and the Defendant whereby the Plaintiff was to be allowed annual holiday pay in accordance with section 15 of the Labour Law. In breach of this provision, the Plaintiff was not allowed any period of vacation with holiday pay since the date of his employment. The Plaintiff therefore avers that he is entitled to 8 weeks holiday pay based on his term of employment with the Defendant of 4



years 7 months.

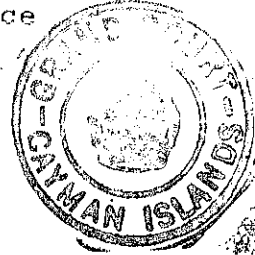
5. The Plaintiff was paid a salary of CI\$1,013.68 fortnightly so that should his employment be terminated by the employer he should be given 2 weeks notice in accordance with section 9 of the Labour Law. In breach of the said section, the Plaintiff was not given any prior notice of his termination but instead was summarily terminated, on 20th June, 1994, without prior warning or notice. The Plaintiff therefore avers that he is entitled to 2 weeks pay in lieu of notice, calculated as CI\$1,013.68.
6. A Labour Hearing was held by the Director of Trade and Labour on 18th October, 1994 in relation to this matter at which time, both the Plaintiff and the Defendant appeared and gave evidence. At the conclusion of the Hearing, the Director of Trade and Labour concluded that the Plaintiff was entitled to severance pay of \$2,027.36, 8 weeks vacation pay calculated for each year of employment of CI\$4,054.72 and 2 weeks pay in lieu of notice, calculated as CI\$1,013.68. The Plaintiff will rely on the transcript of the said proceedings held before the Director of Trade and Labour for their full terms and effects.
7. Despite the decision of the Director of Trade and Labour, the Defendant has paid only the amount ordered as severance pay. The balance of money is still due and outstanding to



the Plaintiff.

AND THE PLAINTIFF CLAIMS:

(i)	8 weeks holiday pay	\$4,054.72
(ii)	2 weeks pay in lieu of notice	\$1,013.68
(iii)	Interest pursuant to the Judicature Law	\$
(iv)	Costs	\$
		<hr/> \$



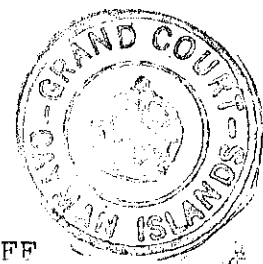
Dated this 24th day of August, 1995.

Brooks & Brooks

BROOKS & BROOKS
Attorneys-At-Law
for the Plaintiff

PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of \$5,068.40 plus costs of CI\$500.00 and disbursements of CI\$95.68. (Total of CI\$5,664.08 including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney-At-Law.

THIS WRIT WAS ISSUED by Brooks & Brooks Attorneys-At-Law for the Plaintiff whose address for service is 2nd Floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 19
- PLAINTIFF
- DEFENDANT

BETWEEN: TROY SMITH
AND: ISLAND AIR LTD

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 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 judgement being entered 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 judgement entered by the Plaintiff (tick box)
yes

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

Brooks & Brooks
Attorneys-at-Law
P.O. Box 1355, G.T.,
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.

AND I MAKE this Affidavit in proof of service of due process upon the Defendant.

Sworn to at George Town
Grand Cayman this
day of , 1995
before me

BAILIFF OF THE COURT

JUSTICE OF THE PEACE

Filed by Brooks & Brooks, Attorneys-at-Law for the Plaintiff
whose address for service is 2nd Floor Harbour Centre P.O. Box
1355, George Town Grand Cayman

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