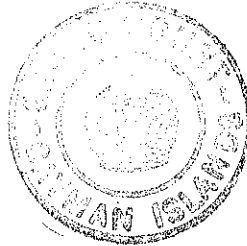


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN  
CAUSE NO. 401 OF 1995

BETWEEN: CAYMAN GENERAL INSURANCE CO. LTD PLAINTIFF  
AND: CARIBBEAN UTILITIES CO LTD. DEFENDANT

WRIT OF SUMMONS

TO: CARIBBEAN UTILITIES CO. LTD.  
at P.O. Box 38 G.,  
North Sound Road  
George Town  
Grand Cayman



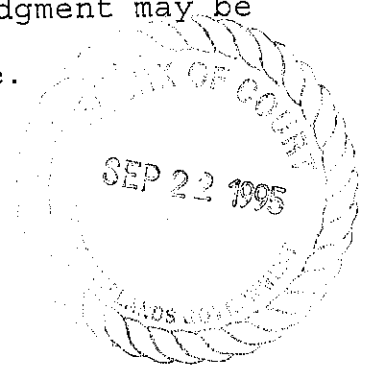
THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ of Summons on you, counting the days of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, 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 judgment may be  
entered against you forthwith without further notice.

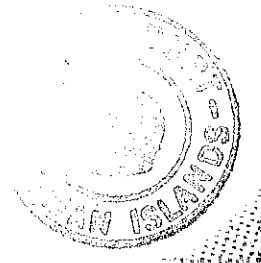
Issued this 22nd day of Sept 1995.



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 Acknowledgment of Service are given with the  
accompanying form.





ENDORSEMENT

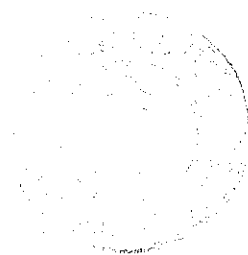
The Plaintiff's claim is one of subrogation against the Defendant to recover the sum of CI\$15,630.00, being the costs of reimbursement of a car destroyed in a motor vehicle collision occurring on or about the 28th day of October, 1992 whereby a special vehicle belonging to the Defendant, attached to the Defendant's truck and driven by an employee, servant and/or agent of the Defendant became detached from the said Defendant's truck in a line of moving traffic, the said special vehicle becoming air borne and landing on the hood/roof of the vehicle insured by the Plaintiff causing damage to said vehicle to the extent it was deemed beyond repair. As a result thereof, the Plaintiff had cause to account to its' policy holder to the extent of full monetary value of the said motor vehicle.

STATEMENT OF CLAIM



1. The Plaintiff is a duly registered company licensed to carry on the business of an insurance company in the Cayman Islands, with its registered office situate at Cayman Trust Company Ltd., P.O. Box 1790 George Town, Grand Cayman, West Wind Building, George Town, Grand Cayman and with its place of business located at the Fourth Floor of the Zephyr House, Mary Street, George Town, Grand Cayman.

2. The Plaintiff was at all material time the insurer of a Volvo 740 GLE motor car licensed number 43 065 and owned and insured by Jeffrey Webb.
3. The Defendant is a local company licensed to carry on the business of electricity supply in Grand Cayman, Cayman Islands and having its registered office at North Sound Road, George Town, Grand Cayman.
4. The Defendant was at all material times the owners and operators of Asplund Special Vehicle licensed number 37 096 and driven at the material time by Bryan Wilson an employee or servant or agent of the Defendant.
5. On or about the 28th day of October 1992, the said employee, servant and/or agent of the Defendant was engaged in the activity of driving the said special vehicle along the Spotts Road when in the vicinity of the Spotts Jetty the said special vehicle became uncoupled from the truck towing it and violently collided with the aforesaid Volvo motor car insured by the Plaintiff and driven by the said Jeffrey Webb and as a consequence whereof the Plaintiff suffered loss.



Particulars of Special Damages

(a) Payment of loss to Jeffrey Webb	CI\$17,750.00
less sale of Salvage	<u>CI\$ 2,250.00</u>
	CI\$15,500.00
(b) Cost of Police Report	CI\$ 25.00
(c) Adjuster's fee	<u>CI\$ 105.00</u>
	CI\$15,630.00

6. The said loss to the Plaintiff was occasioned by reason of the negligence and/or breach of duty on the part of the Defendant, their servants or agents;

Particulars of Negligence

- (a) Causing or permitting the unsafe loading/coupling of the special vehicle thereby causing the same to strike and damage the insured vehicle;
- (b) Failing to take any adequate precautions to ensure that the special vehicle would not and could not be separated from the truck towing it.
- (c) Causing or permitting the special vehicle to be driven on the public thoroughfare when they knew or ought to have known that it was unsafe and dangerous so to do;
- (d) The Plaintiff will further rely upon the fact, as evidence of negligence on the part of the Defendant, their servants and/or agents, that a special vehicle being pulled/towed by a truck owned by the Defendant and driven by their employee and therefore being under the control and management of the Defendants uncoupled on the public thoroughfare and struck the insured vehicle.

**AND THE PLAINTIFF CLAIMS:-**

- a) The sum of CI\$15,630.00;
- b) Interest thereon pursuant to Section 62(1) of the Judicature Law at the rate of 8 3/8% per annum from the

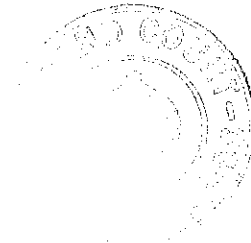
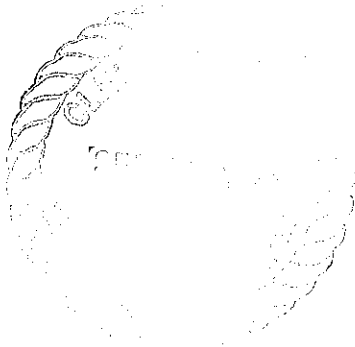
Date of Judgement until satisfaction;

- c) Fixed costs pursuant to Order 62 Rule 1(c) of the Grand Court Rules 1995, of CI\$500.00, together with the cost of filing this Writ of CI\$193.85.

If within the time frame for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$15,630.00 plus interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney.

Charles Adams, Ritchie & Duckworth

CHARLES ADAMS, RITCHIE & DUCKWORTH  
ATTORNEYS-AT-LAW FOR THE PLAINTIFF



This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 401 OF 1995

BETWEEN: CAYMAN GENERAL INSURANCE CO LTD. PLAINTIFF
AND: CARIBBEAN UTILITIES CO. LTD. 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.

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

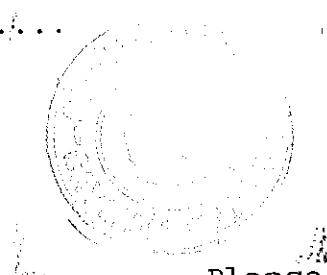
Service of the Writ is acknowledged accordingly

(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.

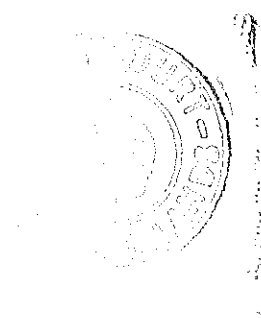
Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie & Duckworth  
Attorneys-at-Law  
P.O. Box 709  
George Town  
Grand Cayman

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

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FILED BY: CHARLES ADAMS, RITCHIE & DUCKWORTH, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.