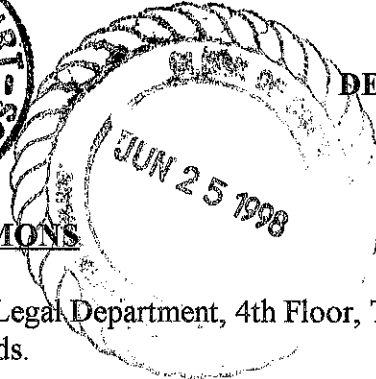
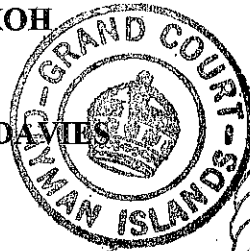


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 396 OF 1998

BETWEEN: ANDY DARKOH PLAINTIFF

AND: MITCHELL DAVIES DEFENDANT



WRIT OF SUMMONS

TO: Attorneys for the Defendant, The Government Legal Department, 4th Floor, The Tower Building, George Town, Grand Cayman, Cayman Islands.

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 25th Day of June, 1998.

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.



Signature of Plaintiff

THIS WRIT was issued by Andy Darkoh whose address for service is 144 Patrick's Avenue, Omega Bay, Prospect Park, Grand Cayman, Cayman Islands (P.O. Box 30444SMB).

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

CAUSE NO. 396 OF 1998

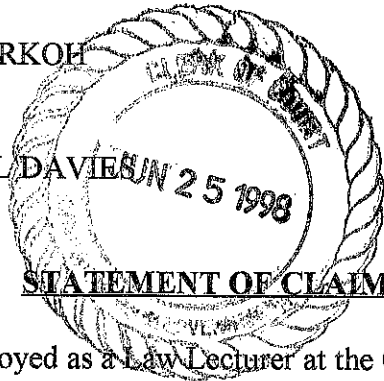
BETWEEN: ANDY DARKOH

PLAINTIFF

AND

: MITCHELL DAVIES

DEFENDANT



1. The Plaintiff was employed as a Law Lecturer at the Cayman Islands Law School between September 1991 and November 1997.

2. The Defendant was employed as a lecturer at the same Law School before he was appointed Director of the Law School in or about July, 1992, after which time he became both a Director and a lecturer.

3. On or about the 7th October 1997, the Defendant wrote and published a memorandum to the Attorney General and the Acting Permanent Secretary for Personnel, the said memorandum of which was libellous of the Plaintiff, stating:

“ I have received two written complaints from female Law School students complaining of your behaviour towards them, alleging sexual harassment and conduct on your part which they consider to be demeaning to their gender. As you are aware, this is not the first time that such allegations have been levelled at you. Indeed, you have previously attended counselling in an apparent unsuccessful attempt to reform such inappropriate behaviour. This is, however, the first time that I have received written complaints which testify to extremely serious indiscretion on your part. These include the persistent importuning of female students to accompany you to dinner or on trips abroad, even in the face of firm rejection. The complaints also attest to verbal and physical harassment and sexual innuendo directed at the complainants, sometimes in front of the whole class. As you are aware, I regard allegations such as these as being extremely grave. Not only have the complainants been inexcusably subjected to emotional distress and embarrassment, but by abusing your professional position of trust you may have caused them to feel unable to approach you for academic assistance. Such conduct is not only demeaning to the affected students, but is likely to damage, perhaps irreparably, the hitherto untarnished reputation of the Law School. Taking these most recent complaints in conjunction with previous such allegations which have led to two formal written warnings being placed on your file, I must inform you that when your present contract of employment expires in September 6 1998, I shall not be supporting its renewal. Moreover should there be any evidence of a repetition of such behaviour, this will be treated as grounds for instant dismissal. A meeting which you are required to attend has been scheduled for 3.00 p.m on Friday, October 10, in my office with the Acting Permanent Secretary, Personnel.”

4. The contents of the said memorandum in their natural and ordinary meaning meant and were understood to mean that the Plaintiff had habitually indulged in the inappropriate behaviour of sexually harassing female students at the Law School, persistently importuning such female students to accompany him to dinners and trips abroad, even in the face of firm rejection. The words "Indeed, you have previously attended counselling in an apparent unsuccessful attempt to reform such inappropriate behaviour" would be understood to mean that the Plaintiff was guilty of the alleged misconduct and that he had voluntarily attended counselling with a view to reforming such behaviour without success. The words "Not only have the complainants been inexcusably subjected to emotional distress and embarrassment, but by abusing your professional position of trust you may have caused them to feel unable to approach you for academic assistance" and "Such conduct is not only demeaning to the affected students, but is likely to damage, perhaps irreparably, the hitherto untarnished reputation of the Law School" assume the truth of the allegations and would be understood to mean that the Plaintiff was guilty of the conduct alleged and as a result the students in question were unable to approach him for academic assistance.

5. The Defendant had in October 1994 or thereabouts written a memorandum on similar lines to the Plaintiff and sent a copy to the Attorney-General without previously investigating whether the allegation was true or not; or was reckless, not caring whether the allegation was true or not.

6. The said memorandum of October 1997 was calculated to disparage the Plaintiff in his professional capacity and cause him loss of employment.

7. In consequence the Plaintiff has lost his position as a law lecturer.

8. Further in consequence the Plaintiff's reputation has been seriously damaged, and he has suffered considerable distress and embarrassment.

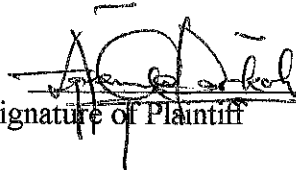
AND THE PLAINTIFF CLAIMS:

(i) Damages

(ii) Exemplary damages resulting from the oppressive, humiliating and spiteful way by which the Defendant misused his position as the Director of the Law School to defame the Plaintiff as well as cause him loss of employment.

(v) Costs of these proceedings.

DATED this... 25th day of June, 1998


Signature of Plaintiff

Acknowledgment of service of writ of summons (O.12, r.3)

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 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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: 56 OF 1998

BETWEEN: **ANDY DARKOH**

PLAINTIFF

AND: **MITCHELL DAVIES**

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.

ANDY DANKOFF
P.O. Box 20444 S.M.B.
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.

[Empty box for defendant's attorney indorsement]