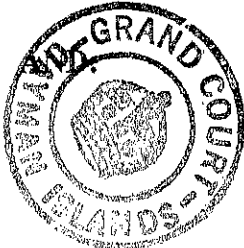




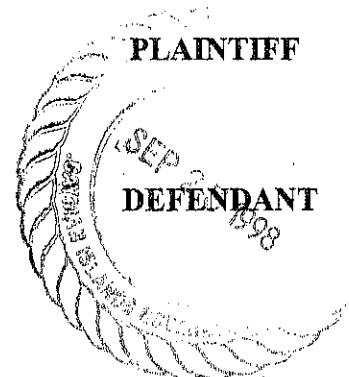
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 582 OF 1998

BETWEEN: ANDY DARKOH



DIRECTOR OF LEGAL STUDIES,  
CAYMAN ISLANDS LAW SCHOOL



PLAINTIFF

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.

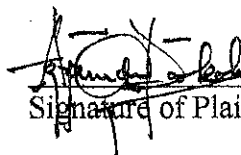
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 22<sup>nd</sup> day of September, 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**

CAUSE NO: 582 OF 1998

**BETWEEN: ANDY DARKOH**

**PLAINTIFF**

**AND: GOVERNOR OF THE CAYMAN ISLANDS**

**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.

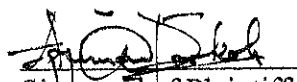
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this        day of September, 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

CAUSE NO. 582/98

HOLDEN AT GEORGE TOWN

BETWEEN : ANDY DARKOH PLAINTIFF

AND : (1)THE DIRECTOR OF LEGAL STUDIES, CAYMAN ISLANDS LAW SCHOOL

(2)THE CHIEF SECRETARY

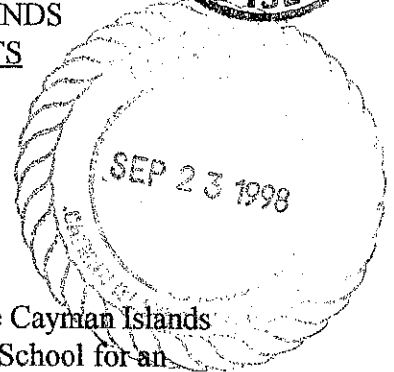
(3)THE CHAIRMAN OF THE PUBLIC SERVICE COMMISSION

(4)THE GOVERNOR OF THE CAYMAN ISLANDS DEFENDANTS

---

STATEMENT OF CLAIM

---



1. By an Agreement dated 22nd July 1991 made between the Plaintiff and the Cayman Islands Government, the Plaintiff was appointed a Lecturer at the Cayman Islands Law School for an initial period of two years, the Agreement of which was expressed to be renewable. The Agreement was renewed from time to time.

2. The said Agreement provides in Clause 3 that it shall be subject to the conditions set forth in the Schedule thereto annexed and provides that the Schedule shall be read and construed as part of the Agreement. It further provides that the person engaged will in other respects be subject to colonial regulations and general orders and other orders, regulations and conditions of service in force from time to time provided that where they may conflict with the terms of the Agreement, the Agreement shall prevail. As to dismissal, the Schedule provides in Clause 12 that:

“If the person engaged shall at any time after the signing hereof neglect or refuse or from any cause (other than ill-health not caused by his own misconduct.....) become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting the affairs of the Government to any unauthorised person or shall in any manner misconduct himself, the Government may terminate his engagement forthwith and thereupon all rights and advantages reserved to him by this Agreement shall cease and he shall be liable to repay on demand to the Government any amount paid for or on account of passages to the Cayman Islands, provided for himself and his wife and children in accordance with Clause 8.”

As to determination of engagement, Clause 13 provides that:

“The Government may at any time determine the engagement of the person engaged on giving him three months’ notice in writing or paying him one month’s salary and in either case, if he is in the Cayman Islands at any time, the Government will furnish him with a free passage to his country of domicile for himself and if married, for his wife and not more than four of his children...”

3. The said Agreement contains no procedure for dealing with discipline or investigation of matters leading to dismissal. The Public Service Commissions’ Regulations 1985 (“the Regulations”) enacted by virtue of the Public Service Commissions Law 1975 contain detailed provisions relating to the functions and powers of the Public Service Commission (“the Commission”) and the Chief Secretary in relation to the appointments, determination of appointments, matters of discipline and dismissal of civil servants. The Regulations specifically exclude offices listed in the Third Schedule thereto from the purview of the powers of the Commission and the Chief Secretary in relation to appointments, determination of appointments and discipline of civil servants. The Third Schedule covers inter alia ‘any office subordinate to the Attorney-General for which a legal qualification is required.’ The Plaintiff falls into this category. It was thereby an implied term of the said Agreement that procedures relating to investigations leading to dismissal or termination of the Agreement will be subject to the Common law principles of natural justice, including the right to a fair hearing.

4. On 7 October 1997 the First Defendant served on the Plaintiff a memorandum to the effect that as a result of written complaints made by two female students alleging sexual harassment, he was not going to support the renewal of the Plaintiff’s contract upon its expiration in September 1998. On 11 November 1997 the First Defendant, contrary to what was stated in the 7 October 1997 memorandum which gave the Plaintiff the legitimate expectation that his contract of employment would not be terminated before September 1998 unless a substantiated allegation of misconduct occurred in the meantime, served another memorandum recommending the premature termination of the Plaintiff’s Agreement in accordance with Clause 13 of the Agreement and Regulation 30 of the Commission’s Regulations. Accordingly, he submitted his recommendations to the Chief Secretary who was going to make his observations and submit the matter onwards to the Commission who would rule on it and advise the Governor as to their decision. The Plaintiff was required to make his representations to the Chief Secretary within 7 days. The Plaintiff was suspended immediately on full pay. The Plaintiff was not told the names of the complainants and denied access to the written allegations. Notwithstanding the Plaintiff’s denial of the allegations and repeated requests for investigation, the Defendants failed to carry out any or any proper investigation into the allegations.

5. On 1 January 1998, in breach of the said Agreement, the Plaintiff received a letter from the Secretary to the Commission to the effect that the Chief Secretary and the Commission had considered the First Defendant’s request and the Plaintiff’s representation and had decided to terminate the Plaintiff’s Agreement prematurely. The Governor had been advised accordingly. The First Defendant had no right to recommend the termination of the Plaintiff’s Agreement to the Second and Third Defendants who in turn had no power to consider the termination of the Plaintiff’s Agreement in accordance with Regulation 30. The Plaintiff fell outside the purview of the said Regulation and the jurisdiction of the Second and Third Defendants. The termination of

the Agreement by the Second and Third Defendants was therefore unlawful and constituted wrongful dismissal.

6. The First Defendant had supported his decisions as contained in his two inconsistent memoranda with two unsubstantiated allegations of 1991 (when the First Defendant was a fellow lecturer) and 1994 when the said Defendant sent a memorandum to the Plaintiff to the effect that the Attorney-General had been informed by a student's father in the Attorney-General's social circles that the Plaintiff was being biased towards the student because she had rejected his advances.

7. By reason of the matters aforesaid the Plaintiff has suffered loss and damage and has not been able to find a similar or alternative employment elsewhere.

PARTICULARS OF SPECIAL DAMAGES

(I) Loss of salary for the period between February 1 1998 and September 6 1998 at C.I\$4,968 per month  
C.I\$35,981

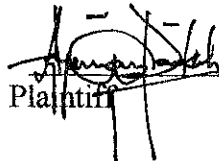
(ii) Interest on the Plaintiff's loss of earning pursuant to the statutory rate calculated up to the time of judgment  
C.I\$.....

(iii) Medical expenses of the Plaintiff's wife's treatment at the Government Hospital in February and March 1998, the wife being entitled to such benefit through the Plaintiff at the material time but for the wrongful termination of the Agreement  
C.I\$.6,500

(iv) Two air tickets for the Plaintiff and his wife from Grand Cayman to London or the monetary equivalent.

AND the Plaintiff claims:  
Damages

DATED this 23<sup>rd</sup> day of September 1998

  
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*

BETWEEN: ANDY DARKOH PLAINTIFF

- AND:
1. DIRECTOR OF LEGAL STUDIES, CAYMAN ISLANDS LAW SCHOOL
  2. THE CHIEF SECRETARY
  3. THE CHAIRMAN OF THE PUBLIC SERVICE COMMISSION
  4. THE GOVERNOR OF THE CAYMAN ISLANDS

DEFENDANTS

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 Defendants by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendants intend 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:

**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; 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 Darkoh, P.O.Box 30444SMB, Grand Cayman, Cayman Islands (144 Patrick's Avenue, Omega Bay, Prospect Park, 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.*