

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:7/2 OF 1998

B E T W E E N:

INTERNATIONAL CREDIT AND INVESTMENT
COMPANY (OVERSEAS) LTD. (IN LIQUIDATION)

Plaintiff

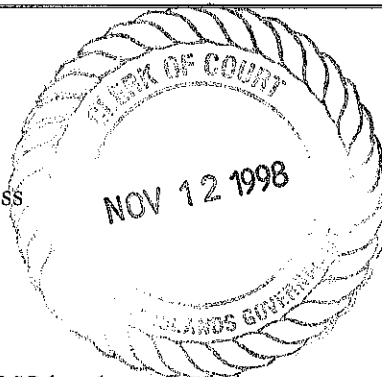
AND

MICHAEL BARTLETT

Defendant

WRIT OF SUMMONS

TO: Michael Bartlett
c/o Cable & Wireless
P.O. Box 293 GT
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 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 12th day of November 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.



STATEMENT OF CLAIM

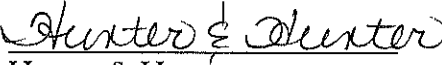
1. The Plaintiff was at all material times the employee of the Defendant.
2. It was an express and alternatively an implied term of the Defendant's contract of employment with the Plaintiff that the Defendant would not make an unauthorised and personal use of the Plaintiff's telephone system.
3. Between 1st October 1993 and 5th January 1994 the Defendant using the said telephone system made a number of unauthorised calls of a personal nature to private lines in North Carolina, Iowa, California and the Dominican Republic.
4. The total duration of the said calls was 104 hours and 52 minutes, at a cost of CI\$8,587.70.
5. As a result of investigation by the Plaintiff, the Defendant was confronted with this matter and agreed to make restitution in the amount of monthly CI\$100.00 to \$200.00 per month, to be increased thereafter as his circumstances allowed.
6. The said payments were intended by both the Plaintiff and the Defendant as compensation to the Plaintiff for breach of contract by the Defendant and alternatively as restitution of a debt incurred by the Defendant to the Plaintiff.
7. On 14th January 1994 the Defendant chose to resign his employment with immediate effect as an alternative to immediate dismissal, and the Plaintiff demanded payment of the sum owing.
8. Thereafter the Defendant made repayments of CI\$100, \$100 and \$700.00 on March 22, 1994, August 4, 1994 and August 5, 1998.

9. The Plaintiff by letter dated 5th August 1998 renewed the demand that Defendant pay the amount outstanding.
10. Notwithstanding the aforesaid contract of employment and the aforesaid demands for payment, the Defendant has failed and continues to fail to pay the whole or any further part of the sum payable, owing and due to the Plaintiff.

AND THE Plaintiff claims:

1. \$7,656.93.
2. Fixed costs pursuant to Order 62 rule 1 of CI \$250.00 plus the fee on the issue of the writ of CI \$100.00 being a total of CI \$350.00 alternatively costs to be taxed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$7,656.93 and fixed costs and fee of CI \$350.00, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.


Hunter & Hunter
Attorneys for the Plaintiff

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-Law for the Plaintiff herein whose address for service is The West Wind Building, 2nd Floor, Harbour Drive, P.O. Box 190GT, Grand Cayman, Cayman Islands (Ref: RM/)