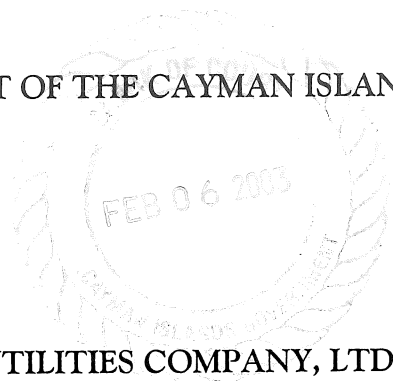


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 63 OF 2003

BETWEEN:



CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

AND

JOHN W. EBANKS



Defendant

WRIT OF SUMMONS

TO: John W. Ebanks
10 Patrick Avenue,
Prospect, 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, PO Box 495GT, 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 February 2003

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a Utilities Company carrying on the business of supplying electricity to the Cayman Islands. Its Registered Office is PO Box 38 GT, Grand Cayman, Cayman Islands.
2. The Defendant is an individual residing in the Cayman Islands. At all material times the Defendant was an employee of the Plaintiff.
3. The express or, alternatively, implied terms of employment included:
 - a. Employees are expected to drive the Plaintiff's vehicles safely, carefully and to obey the Road Code and traffic laws at all times.
 - b. Employees are to take reasonable care of the Plaintiff's vehicles.
 - c. All employees operating the Plaintiff's vehicles shall obey the traffic laws and road code
 - d. Driving under the influence of non-medical and/or illegal drugs or alcohol is not permitted.
4. In April of 2001, the Defendant was in possession of a vehicle owned by the Plaintiff. The Defendant owed the following duties in connection with the possession and operation of the vehicle:
 - a. The Defendant was under a contractual duty to operate the Plaintiff's vehicle in accordance with the above stated terms of employment.
 - b. The Defendant was a bailee and owed the duty of care of a bailee to the owner of the vehicle.
 - c. The Defendant owed a common law duty to operate the vehicle with due care.
5. On or about 27 April 2001, while in the employment of the Plaintiff and driving a vehicle owned by the Plaintiff, the Defendant caused a vehicle accident resulting in damage to the Plaintiff's vehicle and a third party's vehicle.
6. The Defendant was charged and convicted of careless driving and driving while intoxicated.
7. The Defendant is liable to the Plaintiff for damages to the Plaintiff's vehicle in that he breached the above stated terms of employment in driving while intoxicated and driving in a manner that was unsafe.
8. The Defendant is liable to the Plaintiff in that the Defendant was negligent in the operation of the Plaintiff's vehicle and such negligence caused the accident resulting in damage to the Plaintiff's vehicle.


9. The Defendant is liable to the Plaintiff as bailee in connection with his possession of the vehicle. The Defendant was negligent as a bailee in causing the accident damaging the Plaintiffs vehicle.

PARTICULARS OF NEGLIGENCE AND PARTICULARS OF THE BREACH OF CONTRACT

10. The Defendant failed to obey the rules of the road.
11. The Defendant operated the vehicle while intoxicated.
12. The Defendant failed to safely operate the vehicle.
13. The Defendant carelessly operated the vehicle.
14. The damage to the Plaintiff's vehicle totalled CI\$6,903.33.
15. Interest on the damages is claimed at the Judicature Law (1995 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time
16. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF CLAIMS:

- a) CI\$6,903.33 being principal as of 30 January 2003.
- b) Pre and post-judgment interest of CI\$605.69 calculated to 30 January 2003 in accordance with the Judicature Law (1995 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- c) Post-judgment interest in accordance with the Judicature Law (1995 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- d) Costs.
- e) Such further and other relief as this Court may deem just.



Hunter & Hunter, Attorneys for the Plaintiff

This Writ was issued by Hunter & Hunter, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 75 Fort Street, PO Box 190 George Town, Grand Cayman. (Ref: WAS/04332.112)

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$6,903.33 plus CI\$605.69 for interest and costs of enforcement of CI\$500.00 for a total amount of CI\$8,009.02. The amount of the filing fees to commence the proceeding is CI\$150. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest, contractual costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

(Order 6 (2) (e) of the Grand Court Rules)

- i. The contractual term upon which interest is claimed in accordance with the Judicature Law (1995 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- ii. The prescribed rate of interest during the entire relevant s:
 - a. From 1 April 2000 to 31 May 2001 was 8.0 %.
 - b. From 1 June 2001 to 30 November 2001 was 6.25%
 - c. From 1 December 2001 to 30 January 2003 was 4.50 %.
- iii. The total interest claimed as at the date of the issue of the writ of summons is CI\$605.69.
- iv. The amount of interest accruing each day following the issue of the writ of summons is CI\$0.78

This Writ of Summons was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is PO Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (WAS/04332.112)

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 each Defendant or by each 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 Acknowledgement 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.

B E T W E E N :

CARIBBEAN UTILITIES COMPANY LTD.

Plaintiff

AND

JOHN W. EBANKS

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 communication 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.

Hunter & Hunter Attorneys-at-Law 75 Fort Street P.O. Box 190 George Town Grand Cayman Ref: WAS/04332.112
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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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