

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 435 OF 2005

BETWEEN:

CAYMAN ISLANDS HELICOPTERS LIMITED

Plaintiff

-AND-

THOMPSON SHIPPING COMPANY LIMITED

Defendant

WRIT OF SUMMONS

TO: THOMPSON SHIPPING COMPANY LIMITED
PO BOX 188 GT
CAYMAN SHIPPING CENTRE
EASTERN AVENUE
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 495GT, 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 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 21st day of September 2005

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.

General Indorsement

The Plaintiff is a Cayman Islands company engaged in the business of offering its helicopter for hire. The Plaintiff's helicopter was damaged by salt water during Hurricane Ivan and on 21 September 2004, the Plaintiff entered into an oral contract with the Defendant, its servant or agent, for the carriage of the said helicopter in a container by sea, from Grand Cayman to Quebec, Canada where it was to undergo extensive repairs.

It was an express term of the said oral contract that time was of the essence, in that, the voyage would take 14 to 21 days. The helicopter had been treated with a substance that retarded the salt damage process such that further damage would have been avoided had the said voyage lasted 14 to 21 days.

The Plaintiff's helicopter left Grand Cayman on 6 October 2004, and in breach of the said contract, was not delivered to its destination until 9 December 2004, thereby causing severe damage to the said helicopter.

The Plaintiff's claim against the Defendant is for breach of contract and the Plaintiff will seek to recover the damages occasioned thereby along with interest upon any sum found to be owing by the Defendant to the Plaintiff.

Dated this 21th day of September 2005


Broadhurst Barristers

Attorneys-at-Law for the Plaintiff