

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

Cause No: <sup>G0185</sup> of 2011

IN THE MATTER OF the Grand Court Rules, Order 11, rule 1 and Order 65, rule 4  
AND IN THE MATTER of Palmyra Properties Limited

BETWEEN

PALMYRA PROPERTIES LIMITED

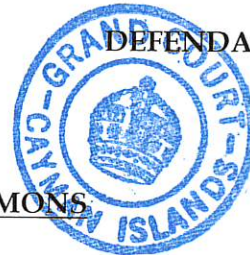
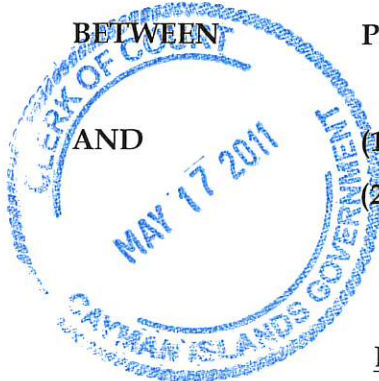
PLAINTIFF

AND

(1) LANCELOT JAMES

(2) SHARRIE-ANN JAMES

DEFENDANTS



EX PARTE ORIGINATING SUMMONS

LET ALL PARTIES CONCERNED attend before the Judge in Chambers, at the Law Courts, George Town, Grand Cayman on the <sup>26</sup> day of <sup>May</sup> 2011, at <sup>10:00</sup> o'clock, on the hearing of an application by the Plaintiff, Palmyra Properties Limited of Bourbon House, Bourbon Street, Castries, Saint Lucia that:

- 1) It be granted leave to commence proceedings against Lancelot James of 6500 NW 93<sup>rd</sup> Drive, Parkland, Florida, USA 33067 and Sharrie-Ann James of 6500 NW 93<sup>rd</sup> Drive, Parkland, Florida, USA 33067 for the relief set out in the draft proposed writ of summons attached hereto.
- 2) It be granted leave pursuant to Order 11, rule 1 of the Grand Court Rules to serve its writ of summons upon Lancelot James and Sharrie-Ann James out of the jurisdiction.
- 3) Further or in the alternative, it be granted leave pursuant to Order 65, rule 4 of the Grand Court Rules to effect substituted service of the writ of summons upon Lancelot James and Sharrie-Ann James by delivering a copy to their Jamaican

Attorneys, Henlin Gibson Henlin, at Suites 3 & 4, 24 Cargill Avenue, Kingston 10, Jamaica.

- 4) An order limiting Lancelot James and Sharrie-Ann James' time within which to acknowledge service of the writ of summons to 14 days after service of such writ upon them.
- 5) Any further or consequent orders as the Honourable Court may deem necessary.

Dated the 17<sup>th</sup> day of May 2011.

Mourant Ozannes  
MOURANT OZANNES

TIME ESTIMATE: The estimated length of the hearing of this summons is 1 hour.

## GENERAL ENDORSEMENT

The Plaintiff claims against the Defendants:

1. A declaration that the Plaintiff has properly rescinded the Agreement for Construction of a Condominium Unit dated on or about 24 July 2007 (the "**Construction Agreement**") under which, in consideration for the Contract Price set out in the Construction Agreement, the Plaintiff agreed to:
  - (a) complete in accordance with the "**Plans and Specifications**" described in the Construction Agreement the interior and exterior works and finishings of condominium strata unit number 1202, Strata Lot B109, (the "**Unit**"), which forms part of the condominium resort development called Palmyra Beach & Spa at Rose Hall in Jamaica (the "**Development**"), and which is now registered at Volume 1437 Folio 572 of the Register Book of Titles of Jamaica;
  - (b) construct and install in accordance with the Plans and Specifications, the infrastructure on and over the common areas of the phase of the Development of which the Unit forms part; and
  - (c) provide for the complete furnishing of the Unit.
2. A declaration that the Plaintiff has properly forfeited in accordance with the terms of the Construction Agreement the sum of US\$743,850 paid by the Defendants to the Plaintiff under the Construction Agreement.
3. Damages for breach of contract arising from the Defendants' failure to complete the Construction Agreement in accordance with its terms and/or the Defendants' repudiation of the Construction Agreement.
4. Interest in accordance with clause 14 of the Construction Agreement or alternatively, pursuant to section 34 of the Judicature Law (2007 Revision), or alternatively, pursuant to the equitable jurisdiction of the Court.
5. Further or other relief.
6. Costs.