

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 168 OF 1996

BETWEEN CARIBE CAYMAN CORPORATION LTD - PLAINTIFF

AND: GRAND CAYMAN DEVELOPMENTS LTD. DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: THE DEFENDANT Grand Cayman Developments Ltd., c/o Mr. Peter Broadhurst, Collins Broadhurst & Furniss, Elizabethan Square GT., Box 1259 GT, Grand Cayman, BWI.

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.

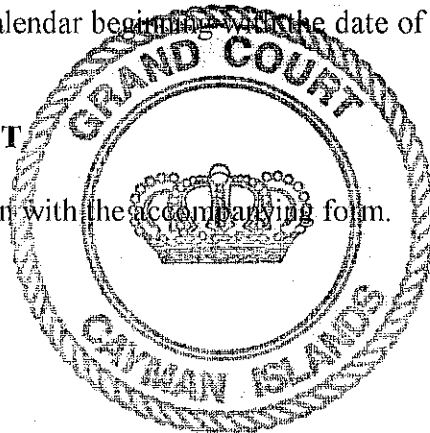
Issued this 13th day of March 1997.

MAR. 13.1997

NOTE - This Writ may not be served later than 4 calendar 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 carried on business as a restaurant, namely Santiagos, and formerly carried on business at premises located at George Town Trust Building, Grand Cayman, B.W.I. The Defendant carries on business as, *inter alia*, developers of commercial and residential land.
2. In or about August 1996, the Defendant approached the Plaintiff and inquired whether, in short, they would be interested in leasing space at a commercial shopping centre known as Grand Cay Development (West Bay Beach South Block 12C Parcel 323) ("the site") which was under development. The Plaintiff indicated that they would be interested to occupy space at the site.
3. By a letter dated 18 September 1996 the Defendant offered to the Plaintiff a lease ("the lease") of a ground floor space amounting to three thousand and eighty-seven sq. ft. of retail space at the site in building one for a term of 10 years from, in short, 1 July 1997 at a yearly rental of CI\$27.00 per sq. ft. in the first year, CI\$28.00 per sq. ft. in the second and third years and CI\$30.00 per sq. ft. in the fourth and fifth year the rent for the remaining period to be agreed at a fair market rate and if no agreement was reached the matter would be settled by arbitration, upon the terms and subject to the conditions therein mentioned.
4. By an oral agreement on 29 October 1996 CI\$1,000.00 was duly paid by the Plaintiff to the Defendant receipt whereof the Defendant thereby acknowledged as a deposit in part payment of the total sum of CI\$14,663.25 leaving a sum of CI\$13,663.25 to be paid as agreed in May/June 1997.
5. By an agreement in writing dated 16 December 1996 and made between the Plaintiff of the one part and the Defendant of the other part the Plaintiff agreed to enter into the terms and conditions of the lease mentioned above. As stated above at paragraph 3, it was agreed between the parties that condition 14 of the agreement would be varied to indicate that the full deposit of CI\$14,663.25 was "TO BE PAID IN MAY/JUNE 1997 BG".
6. The Plaintiff has been at all times ready and willing and able and hereby offers to perform their part of the said agreement but the Defendant has orally informed them that contrary to the terms of the lease they no longer intend to grant the lease to the Plaintiff, but to another company. Further, the Defendant has refused to provide the Plaintiff with information so that they could complete design plans prior to the pouring of cement at the site.
7. The Defendant has wrongfully repudiated the said agreement and still wrongly refuses to perform their part of the said agreement.

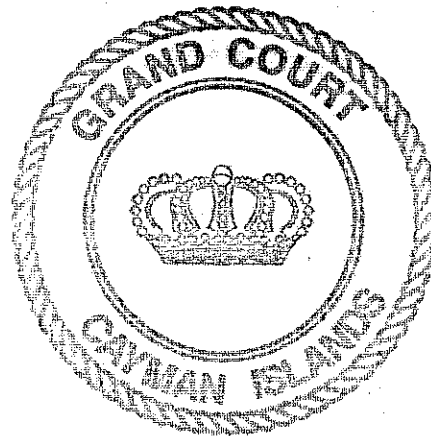
8. On or about 11 February 1997 in order to protect its interest the Plaintiff made an application to the Registrar of Lands to lodge a caution in the proprietorship section of the Land Register for West Bay Beach South Block 12C Parcel 323. The Registrar of Lands lodged a caution under section 128 of the Registered land Law (1995 Revision) on the grounds that the Plaintiff had an interest as a contractual lessee in accordance with the agreement.
9. On 11 March 1997 the Defendant informed the Plaintiff that it was not prepared to offer to them the lease offered in the said agreement.
10. By reason of the said wrongful repudiation and refusal on the part of the Defendant the Plaintiff has suffered damage.

AND THE PLAINTIFF claims:

- (1) Specific performance of the agreement referred to in Paragraph 4 hereof.
- (2) Damages in lieu of or in addition to specific performance.
- (3) Such further or other relief as is just.
- (4) Further, pursuant to The Judicature Law (1995 Revision), the Plaintiff is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (5) Costs.



MAR. 13.1997



THIS WRIT was issued by Clyde H. Allen BSc whose address for service is Brooks & Brooks, Attorneys-At-Law, PO Box 1355, Grand Cayman, British West Indies



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CAUSE NO. 168 OF 1997

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AND: GRAND CAYMAN DEVELOPMENTS LTD. 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 a 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

Address for service: (please see overleaf)

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 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.

C. H. Allen BSc
Brooks & Brooks
Attorneys-At-Law
PO Box 1355 GT
Grand Cayman
Cayman Islands
BWI

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.