

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 508 OF 1997

BETWEEN: (1) PROPRIETORS STRATA PLAN #150 (PALM SPRINGS)
(2) KEVIN DOYLE (APT.#4 & #70)
(3) ANGELA DOYLE (APT.#4 & #70)
(4) PHILIP SUTCLIFFE (APT.#5)
(5) SONIA SUTCLIFFE (APT.#5)
(6) JOHN E. HURLSTON (APT.#6 & #7)
(7) PETER O'LEARY (APT.#10)
(8) MARY E.A. GUIDRY (APT.#10)
(9) MARY E. BOXALL (APT.#11 & #44)
(10) IAN GOODALL (APT.#12)
(11) N.M.V. ENTERPRISES LTD (APT.#14 & #31)
(12) BELINDA L. BURROWES (APT.#16)
(13) LAURIE O. RAMSON (APT.#24)
(14) WAYNE K. FOSTER (APT.#26 & #29)
(15) FIONA NICOL (APT.#27)
(16) DAVID C. KERR (APT.#30)
(17) JEREMY SIBLEY (APT.#34)
(18) JOANNE SIBLEY (APT.#34)
(19) VERA MARJORIE HURLSTON (APT.#36)
(20) JEAN-MARC LESIEUR (APT.#37)
(21) STEPHEN FAIRS-HALL (APT.#38)
(22) HELEN FAIRS-HALL (APT.#38)
(23) INDERJIT SINGH (APT.#40)
(24) ANDREA SINGH (APT.#40)
(25) MERJA PESONEN (APT.#46)
(26) ROSA M. CHRISTIE (APT.#47)
(27) OUIDA A. FOSTER (APT.#48)
(28) JENNIFER L. KAUFMAN (APT.#48)
(29) H. STEWART TAYLOR (APT.#55)
(30) ISOBEL TAYLOR (APT.#55)
(31) CHRISTINE A. SANDERS (APT.#72) PLAINTIFFS

AND: (1) J.R. DEVELOPMENT COMPANY LTD.
(2) RENE K. HISLOP
(3) JULIE HISLOP
(4) 21ST CENTURY HOLDINGS LTD.
(5) HARVEY'S CONSTRUCTION LTD.
(6) SONNY CLARK
(7) RAINBOW REALTY LTD. DEFENDANTS

WRIT OF SUMMONS

- TO: J.R. DEVELOPMENT COMPANY LTD., P.O. Box 1775, George Town, 2nd Floor, Wedgwood Building, Cardinal Avenue, George Town, Grand Cayman.
- AND TO: RENE K. HISLOP, P.O. Box 1775, George Town, 2nd Floor Wedgwood Building, Cardinal Avenue, George Town, Grand Cayman.
- AND TO: JULIE HISLOP, P.O. Box 1775, George Town, 2nd Floor Wedgwood Building, Cardinal Avenue, George Town, Grand Cayman.
- AND TO: 21ST CENTURY HOLDINGS LTD., c/o RENE K. HISLOP, P.O. Box, 1775, George Town, Wedgwood Building, Cardinal Avenue, George Town, Grand Cayman.
- AND TO: HARVEYS CONSTRUCTION LTD., P.O. Box 806, George Town, Grand Cayman.
- AND TO: SONNY CLARK, George Town, Grand Cayman 1997
- AND TO: RAINBOW REALTY LTD., P.O. Box 1775, George Town, Wedgwood Building, Cardinal Avenue, George Town, Grand Cayman.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 30th day of June 1997.

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.

AND THE PLAINTIFFS claim:-

1. Damages against the Defendants for negligence in relation to the development, construction and sale of property belonging to the Plaintiffs located at South Sound Block 15E parcel 214 ("the Property") and known as Palm Springs.
2. Damages against the First Defendant for breach of contract to all those Plaintiffs who contracted with the First Defendant in relation to the purchase by those Plaintiffs of their respective units of the Property.
3. Damages against the First Defendant for breach of contract to the First Plaintiff which contracted with the First Defendant in relation to the purchase/aquisition by that Plaintiff of the Common Property now belonging to the First Plaintiff.
4. Damages against the Seventh Defendant for misrepresentation to all those Plaintiffs who purchased units through Rainbow Realty Ltd. in relation to the purchase of their respective units of the Property.
5. Equitable compensation against the Second Defendant for breach of fiduciary duty owed to the First Plaintiff relating to his tenure as Chairman of the Executive Committee of the First Plaintiff.
6. Interest
7. Costs

JUN 30 1997

Hunter & Hunter

Hunter & Hunter
For and on behalf of the Plaintiffs

THIS WRIT was issued by Hunter & Hunter, attorneys-at-law whose address for service is The Huntlaw Building, Fort Street, P.O. Box 190, George Town, Grand cayman (REF: HSM/p/p0370I/writ)

