

STATEMENT OF CLAIM

1. By an agreement in writing dated 12 March, 1997 (the "Agreement") the Plaintiff agreed to sell and the Defendant agreed to purchase the freehold property registered as Colliers Block 73A Parcel 39 for the sum of US\$1,600,000.
2. It was an express term of the Agreement that completion of the sale would take place on 31 December, 1997.
3. It was a further express term of the Agreement that in the event the Purchaser required an extension of 90 days for completion of the sale then the Purchaser was liable to pay a non-refundable deposit of US\$50,000 in consideration of the said extension. At the Purchaser's request completion was thereby extended to 31 March, 1998.
4. It was the intention of the Plaintiff and the First Defendant that by reason of the nature of the said property, by granting an extension to the completion date and by letter dated 30 January, 1998 time was to be of the essence of the Agreement.
5. In pursuance of the Agreement the First Defendant paid the non-refundable deposit of US\$50,000 in consideration for the said extension to the Second Defendant.
6. In breach of the Agreement the First Defendant failed and neglected to complete the said purchase on or by 31 March, 1998.

7. By reason of the said breach the Plaintiff has suffered loss and damage.

PARTICULARS OF SPECIAL DAMAGE

8. By a letter to the First Defendant dated 21 April, 1998 the Plaintiff rescinded the Agreement and informed the First Defendant that he considered the said non-refundable deposit to be forfeit.
9. By a letter to the Second Defendant dated 28 April, 1998 the Plaintiff informed the Second Defendant of the facts set out in paragraph 6 hereof and demanded payment by them of the deposit.
10. The Defendants have refused and neglected to pay the said non-refundable deposit or any part of it to the Plaintiff.
11. The Plaintiff is entitled to and claims interest pursuant to the Judicature Law s. 34 on any damages awarded herein at the rate payable on judgment debts current at the date of issue of the Writ (being 7.875 per cent per annum) from 31 March, 1998 to the date of issue of the Writ (amounting to US\$377.65) and continuing at the same rate from the date of issue of the Writ until judgment or sooner payment at the daily rate of US\$10.79.

AND THE PLAINTIFF claims:

1. A declaration that the Plaintiff has rescinded the Agreement and that the said non-refundable deposit of US\$50,000 is forfeit to him;
2. Damages of US\$50,000 (being the said non-refundable deposit);
3. Interest on the said damages in the sum of US\$377.65 to the date of issue of the Writ and continuing at the daily rate of US\$10.79; and
4. Costs.



Truman Bodden & Company

**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 the Defendant or by the 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 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 named 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 293 OF 1998

BETWEEN: A.L. THOMPSON Plaintiff

AND: MARQUIS CAPITAL CORPORATION LIMITED First Defendant

CENTURY 21 R.C. BODDEN REALTY Second Defendant

ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING 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 of Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in 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 of Summons 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 communications for him should be sent. In the case of a limited company, "residence" means its registered 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.

Truman Bodden & Company
PO Box 866
George Town
Ref: SND (4170)

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

[Empty box for defendant's attorney indorsement]