

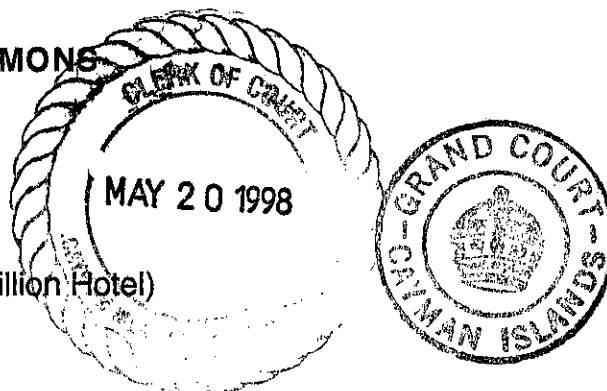
**IN THE GRAND COURT OF THE CAYMAN ISLAND**

**CAUSE NO. 316 of 1998**

**BETWEEN:                      GLOBAL BUILDING GROUP                      PLAINTIFF**  
**AND;                              MITZI CALLAN    DEFENDANT**

**WRIT OF SUMMONS**

**TO; Ms Mitzi Callan**  
Mitzi's Coral Art Collections  
Bay Harbour Centre  
West Bay Road (next door to the Grand Pavillion Hotel)  
Grand Cayman



**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 495 G, 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 Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this 20<sup>th</sup> day of May, 1998

**NOTE:** This Writ may not be served later than 4 calendar months beginning with the date of the issue unless renewed by Order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form

## STATEMENT OF CLAIM

1 The Plaintiff is a corporation duly registered and incorporated under the Laws of the Cayman Islands and has its Registered Office at c/o Woodward Terry & Associates, Attorneys At Law, 3rd Floor, Caribbean Home Insurance Building, P.O. Box 822 GT George Town, Grand Cayman.

2 The Defendant is an individual who resides in the Cayman Islands and at the material time was the registered owner of property known as Registration Section: West Bay North West Block 3D Parcel 7Rem1.

3 On or about 16th January, 1998 the Plaintiff entered into a written Agreement with the Defendant to purchase the property located at Registration Section: West Bay North West Block 3D Parcel 7Rem1. The terms of the said Agreement stipulated that the purchase price of the property was US\$300,000.00 payable by an initial deposit of US\$30,000.00 with the balance of US\$270,000.00 being payable upon completion. Completion was stated in the said Agreement to take place on or before 15th May, 1998 at George Town, or at any such place as both the Purchaser and Vendor may agree and failing such agreement, at the office of the Vendor's Attorney (or, if the vendor does not appoint an Attorney, at the offices of the vendor's Broker). It was an expressed term of the said Agreement that the deposit would be payable to Century 21 Thompson Realty, the Vendors' authorised agent as stakeholder and the property itself was described as "vacant land".

4 It was also an expressed term of the said Agreement that on completion the vendor would deliver to the Purchaser or its agent a valid and duly executed instrument of Transfer and any other such documents and assurances as are required in order to fully and completely effect the legal and valid transfer of title, including Land Certificate, if any. The Plaintiff will rely on the terms of the said written Agreement for its full terms and effects.

5 It was a special term of the said Agreement that upon payment of the deposit of US\$30,000.00 this amount would be released to the benefit of the vendor within 14 days of signing of the said Agreement. The said deposit was paid by the purchaser under the terms of the said agreement.

6 On or about 6th May, 1998 the Vendor's attorneys sent a letter by registered post to the purchaser indicating that the Purchaser was ready and willing to close and stipulating that the closing would take place on 15th May, 1998 at 2pm at the offices of Century 21 - Thompson Realty, located at the Galleria Plaza. This said letter was sent to the Vendor in accordance with clauses 4 and 20 of the said written Agreement. The Purchasers will rely on the terms of the said letter for its full terms and effect.

7 In breach of the said Agreement the Defendant has refused and/or neglected and continues to refuse and/or neglect to deliver the said duly executed Transfer and other documentation to have the sale completed in spite of repeated requests, oral and in writing, by the Plaintiff and its agents, to the Defendant to do so.

8 As a result of the Defendant's refusal and/or neglect to complete the said Agreement the Plaintiff has suffered and continues to suffer damages.

**WHEREFORE THE PLAINTIFF CLAIMS**

- (a) Specific Performance of the said Agreement forthwith.
- (b) **FURTHER OR IN THE ALTERNATIVE** Damages for breach of the said Agreement.
- (c) Interest pursuant to Statute
- (d) Such further or other relief as this Honourable Court shall deem appropriate.
- (e) Costs and Attorneys fees

Dated this 2<sup>nd</sup> day of May, 1998.

Brooks & Brooks  
**BROOKS & BROOKS**  
Attorneys At Law for the Plaintiff

**THIS WRIT OF SUMMONS** was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys At Law 2nd Floor Harbour Centre, P O Box 1355GT GRAND CAYMAN



(Attorney) for

(Defendant in Person)

Address for service:

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 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 the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name., address and residence, if any in the box below

**Brooks & Brooks  
Attorneys At Law  
P O Box 1355 GT  
GRAND CAYMAN**

**(2nd Floor Harbour Centre)**

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