

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 80 OF 2000

BETWEEN: (1) STACEY STEWART-GREEN
(2) KENT GREEN Plaintiffs

AND: KOZAILY DEVELOPMENT (CAYMAN) LIMITED Defendant

WRIT OF SUMMONS

To: KOZAILY DEVELOPMENT (CAYMAN) LIMITED
c/o Hunter & Hunter
PO Box 190GT
Huntlaw Building
Fort Street
Grand Cayman

FEB 22 2000



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 Fourteen days [14] 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 18th day of February, 2000.

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.

STATEMENT OF CLAIM

1. The Plaintiffs are the joint purchasers of a property known Unit 27, Fountain Court, South Sound and more particularly described as Registration Section, South Sound, Block 15B.
2. The Defendant is the developer and vendor of said units and whereas by an agreement in writing dated 29th August 1997 made between the Plaintiffs of the one part and the Defendant of the other part it was agreed that the Defendant would sell and the Plaintiffs would purchase for the sum of CI\$172,000 (being CI\$162,000 in respect of the apartment and CI\$10,000 in respect of the chattels exhibited thereto as Appendix Two) certain freehold properties situate at Registration Section South Sound Block 15B and known as Unit 27, Fountain Court.
3. It was provided by Clause 1A of the said Agreement that the Plaintiffs should pay a deposit of CI\$17,200 to the Defendant immediately and the said deposit has been duly paid.
4. Despite requests by the Plaintiffs, the Defendant has failed or refused to complete the sale at the price contained in the Agreement signed by the Plaintiffs and the Defendant.
5. The Plaintiffs have suffered damages due to the Defendant's failure to complete the transaction. However, they have at all material times and are now ready and willing to complete the contract.

And the Plaintiffs claim:

1. Specific performance of the said Agreement in writing between the Plaintiffs and the Defendant for a sale of the above mentioned property.
2. Further or alternatively damages for breach of contract.

3. Alternatively, the return to the Plaintiffs of the deposit of CI\$17,200 paid thereunder with interest.
4. A declaration that the Plaintiffs are entitled to a lien on the said property for their deposit, together with interest thereon and any damages and costs awarded in this action.
5. Damages for additional moneys expended by the Plaintiffs due to having to lease a property.
6. Damages for the removal and replacement of the fixtures and fittings and chattels that have been placed in the property with those contracted for in the Agreement.
7. An account and inquiries for any rents or other income received by the Defendant from the time the property should have been transferred to the Plaintiffs under the Agreement.
8. Interest pursuant to Section 34 of the Judicature Law (1995 Revision) at such rate and for such periods as the Court should think fit.
9. Further or other relief.
10. Costs.

Dated this 18th day of February, 2000

Quin & Hampson
Quin & Hampson
Attorneys-at-Law for the Plaintiffs

To: Clerk of the Court

And to: Kozaily Development (Cayman) Ltd.
c/o Hunter & Hunter
PO Box 190GT
Huntlaw Building
Fort Street
Grand Cayman

This Writ was issued by Quin & Hampson, Attorneys-at-Law for the Third Defendant whose address for service is that of its said Attorneys, namely Harbour Chambers, Third Floor, Harbour Centre, P.O. Box 1348, George Town, Grand Cayman, Cayman Islands, B.W.I.

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 installments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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 name 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 authroised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.

BETWEEN: (1) STACEY STEWART-GREEN
 (2) KENT GREEN Plaintiffs

AND: KOZAILY DEVELOPMENT (CAYMAN) LIMITED 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 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

[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 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.

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
George Town,
GRAND CAYMAN

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]