

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 16 OF 2001

BETWEEN: HARWOOD EXCAVATING LIMITED PLAINTIFF

A N D: GRAND CAYMAN GOLF RESORTS LTD. DEFENDANT

WRIT OF SUMMONS

TO: Grand Cayman Golf Resorts Ltd.
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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, 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 judgment may be entered against you forthwith without further notice.

Issued this 10th day of January, 2001.

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.

INDORSEMENT

The Plaintiff's claim against the Defendant is for CI\$18,137.90 plus interest being the sum owed by the Defendant pursuant to an agreement made on or about 5th March, 1996 whereby the Defendant undertook to be liable for all moneys due to the Plaintiff in respect of work done.

Charles Adams Ritchie & Duckworth
CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies

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ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being entered direction and notes for guidance carefully against a Defendant whereby he may have before completing this form. If any to pay the costs of applying to set it aside. information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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
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 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 is suing in person) of his name, address and reference, if any, in the box below.

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

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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 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.

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A N D: GRAND CAYMAN GOLF RESORTS LTD. DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is an excavating company incorporated and licensed to carry on business in the Cayman Islands having its registered offices and place of business in Savannah, Bodden Town, Grand Cayman.
2. The Defendant is a development company incorporated and licensed to carry on business in the Cayman Islands, having its registered offices and place of business in George Town, Grand Cayman.
3. By an agreement made on or before 5th March, 1996, it was agreed that the Plaintiff would excavate certain parcels of land on the Defendant's Patrick's Island project ("the Project").
4. That part of the agreement was that the Plaintiff would discount the costs of the use of its heavy equipment in return for a lot of land from the Project and that the balance of the money owing would be paid in weekly instalments by the Defendant to the Plaintiff.
5. That in pursuance of the said agreement, the Plaintiff provided services for the Defendant as evidenced by the invoices on the dates and at the costs marked thereon. Copies of the said invoices have been delivered to the Defendant.
6. That after deducting the cost of the lot of land the Defendant still owed the Plaintiff the sum of CI\$18,137.90.

7. That this debt has been outstanding since 23rd November, 1997 but to date no payment has been made by the Defendant.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$18,137.90.
2. Pre and Post Judgment Interest pursuant to section 34 of the Judicature Law (1995 Revision) and Judgment Debt (Rate of Interest) Rules.
3. Costs
4. Further and or other relief.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$18,137.90 (excluding fixed costs of CI\$500.00 and filing fees of CI\$150.00) further proceedings will be stayed. The money must be paid to the Plaintiff.