

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No|22 of 2001

BETWEEN:

CAYMAN VISIONS LIMITED

Plaintiff

AND:

CAYMAN ISLANDS REALTY
AND DEVELOPMENT LTD.

trading as

COLDWELL BANKER
CAYMAN ISLANDS REALTY

Defendant

WRIT OF SUMMONS

TO:

CAYMAN ISLANDS REALTY
AND DEVELOPMENT LTD.
trading as COLDWELL BANKER
CAYMAN ISLANDS REALTY
P.O. Box 32308SMB
Grand Cayman
Cayman Islands



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 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 1st day of March 2001

NOTE - This Writ may not be served later than 4 calendar 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.

THE PLAINTIFF'S CLAIM is for DAMAGES arising out of its purchase on or about 3rd March 1995 of property described in the Cayman Islands Land Registry as Parcel 224 Block 57E North Side ("the property") caused by the negligence and/or misrepresentation and/or breaches of the duty of care owed to the Plaintiff on the part of or by the Defendants.

Particulars

The Defendants: -

- (1) were negligent and/or breached the duty of care owed to the Plaintiff by them as reasonably prudent realtors in failing to verify the accuracy of the representation made to them by the vendor of the property that the property was zoned "Beach Resort Residential";
- (2) were negligent and/or breached the duty of care owed to the Plaintiff by them as reasonably prudent realtors in failing to ensure that the information provided by the vendor regarding the zoning of the property (namely, that the property was zoned "Beach Resort Residential") for entry by the Defendants in the Multiple Listing Service Guide was accurate;
- (3) negligently misrepresented to the public at large and, in particular, to the Plaintiff that the property was zoned "Beach Resort Residential" instead of "Public Open Space", when they knew or ought to have known that potential purchasers, including the Plaintiff, would (as in the event the Plaintiff did) rely upon the said misrepresentation;
- (4) were negligent and/or breached the duty of care owed to the Plaintiff by them as realtors in failing to ensure and/or to confirm that the vendor's representation that the property was zoned "Beach Resort Residential" was

accurate, contrary to Clause 13.3.2 of the Cayman Islands Real Estate Association Rules & Regulations and Introduction to Professional Ethics

in consequence of which the Plaintiff entered into the said contract of 3rd March 1995 for the purchase of the property for the sum of US\$153,000 (when the true value of the property was *nil*).

AND THE PLAINTIFF claims against the Defendants: -

1. Damages;
2. Interest thereon pursuant to section 34 of the Judicature Law (1995 Revision) calculated at the rate of 7 7/8% per annum from 1st February 1998 onwards; alternatively, at such rate and for such period as the Court may think just;
3. Costs.



BOXALLS

Attorneys for the Plaintiff

This WRIT OF SUMMONS is issued by Boxalls, Attorneys-at-Law for Plaintiff, whose address for service is that of its said attorneys, namely, PO Box 1234GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, Cayman Islands (Reference: 1357-0006/JCC)

**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 for notes for guidance.

Please complete overleaf.

Notes for Guidance

1. Each Defendant 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 of 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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CAUSE NO. OF 2001

BETWEEN:

CAYMAN VISIONS LIMITED

Plaintiff

AND:

CAYMAN ISLANDS REALTY
AND DEVELOPMENT LTD.
trading as COLDWELL BANKER
CAYMAN ISLANDS REALTY

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 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.

**Attorney for the Defendant
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 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.

Boxalls Attorneys-at-Law PO Box 1234GT George Town Grand Cayman, Cayman Islands (Reference: 1357-006 JCC)
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Indorsement by Defendant's Attorney (or by Defendant is suing in person) of his name, address and reference, if any, in the box below.

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