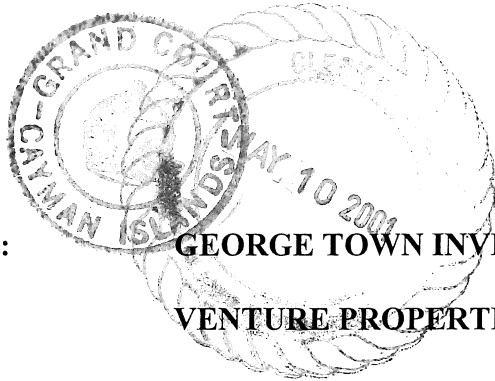


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 265 ✓ OF 2001

**BETWEEN: GEORGE TOWN INVESTMENTS LIMITED PLAINTIFF**  
**AND: VENTURE PROPERTIES LIMITED DEFENDANT**

**WRIT OF SUMMONS**

**TO: Venture Properties Limited, PO Box 2503, George Town, 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 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 495GT, 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 *9th* day of May, 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 Acknowledgement of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff, George Town Investments Limited, is a company incorporated under the laws of the Cayman Islands.
2. At all material times the Plaintiff's business was land holding.
3. The Defendant, Venture Properties Limited, is a company incorporated under the laws of the Cayman Islands. The Defendant was at all material times the registered proprietor of that piece or parcel of land in Grand Cayman, Cayman Islands, British West Indies as shown in the Registry Index Map for Registration Section South Sound, Block 15C, Parcel 26 ("the property").
4. The Defendant's business included the development and construction on the property of a 54 unit townhouse complex known as L'Ambience ("L'Ambience").
5. On 1 March 1999 the Plaintiff entered into two agreements ("the agreements") with the Defendant for the purchase of apartments numbered 6 and 23 of L'Ambience. The terms of the agreements were identical save for the number of the apartment to be sold. The purchase price of each apartment was CI\$199,500 ("the purchase price").
6. Clause 1 (a) of the agreements provided for the Purchaser to pay a deposit of CI\$19,950 which amounted to 10% of the purchase price. On or about 1 March 2001 the Plaintiff paid to the Defendant an amount totalling CI\$39,900 being the deposits due on each apartment under the terms of the agreements.
7. Clause 2 (a) of the agreements provided for completion to take place "no later than 1<sup>st</sup> day of July 2000".
8. Clause 9 of the agreements states that in the event that the apartments were not completed and ready for occupation by the Plaintiff upon expiry of the date fixed for completion the Plaintiff may rescind the agreements whereupon the deposits and any other monies paid would be returned by the Defendant. The apartments were not completed and ready for occupation by the Plaintiff upon expiry of the date fixed for completion or at all.
9. In breach of Clause 2 (a) of the agreements completion did not take place by the 1<sup>st</sup> day of July 2000 or at all. The Plaintiff therefore claims against the Defendant the amount of CI\$39,900 in respect of the deposits paid.
10. Further, or alternatively, pursuant to the terms of Clause 9 the Plaintiff rescinded the agreements by letter dated 17 April 2001. The Plaintiff therefore claims against the Defendant the amount of CI\$39,900 in respect of the deposits paid.
11. The Plaintiff also claims interest on all sums found due or owing to it at such rate and for such period as this Honourable Court thinks fit, pursuant to Section 34 of the Judicature Law (1995 Revision) and/or in equity.

**AND THE PLAINTIFF CLAIMS against the Defendant:**

1. CI\$39,900.
2. Interest on all sums found due to the Plaintiff pursuant to Section 34 of the Judicature Law (1995 Revision) and the rules made thereunder and/or in equity at such rate and for such period as this Honourable Court thinks just.
3. Costs.

*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, whose address for service is that of the said Attorney's, Zephyr House, Mary Street, P O Box 709GT, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 265 OF 2001

**BETWEEN:                    GEORGE TOWN INVESTMENTS LIMITED                    PLAINTIFF**

**AND:                            VENTURE PROPERTIES LIMITED                            DEFENDANT**

**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 Plaintiffs herein whose address for service is that of their 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 serve 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.