

IN THE GRAND COURT OF THE CAYMAN ISLANDS

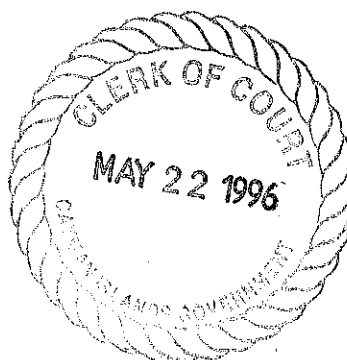
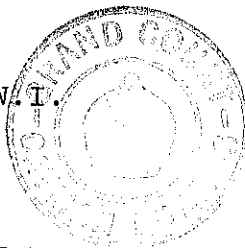
CAUSE NO. 262 OF 1996

BETWEEN: (1) SCOTT HENDERSON FIRST PLAINTIFF
AND: (2) CINDY HENDERSON SECOND PLAINTIFF
AND: (1) RICHARD BUSH FIRST DEFENDANT
AND: (2) GLADWYN BUSH SECOND DEFENDANT

WRIT OF SUMMONS

TO: Richard Bush
P.O. Box 1050
George Town
Grand Cayman, B.W.I.

AND TO: Gladwyn Bush
P.O. Box 1050
George Town
Grand Cayman, B.W.I.



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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, George Town, Grand Cayman B.W.I., 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of , 19 .

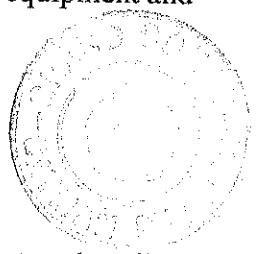
NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The First Plaintiff is a businessman managing a company supplying office equipment and office products within the Cayman Islands.
2. The Second Plaintiff is the wife of the First Plaintiff.
3. The First and Second Defendants are the registered proprietors of the property described as Registration Section South Sound Block 15E Parcel 89 ("the Parcel").
4. By an "Offer to Purchase" document dated September 21st, 1995 ("the Offer") the First and Second Plaintiffs offered to buy the west half of the Parcel ("the Property") from the Defendants for the sum of US\$397,000.00.
5. The Offer was accepted by the Defendants on September 21st, 1995 and as a result a binding contract of sale of the Property was created ("the Agreement") to which the Plaintiff will at the trial refer for its full terms and effect.
6. It was a term of the Agreement that the Defendants would have the Parcel subdivided and the boundaries demarcated in order to sell the Property to the Plaintiffs pursuant to the Agreement. The Defendants applied for planning permission to subdivide the Parcel and permission was granted during the month of January, 1996.
7. On the 15th day of November, 1995, the date for completion pursuant to the Agreement, the Defendants were unable to complete as the subdivision of the Parcel had not been completed. The Plaintiffs at that date were ready, willing and able to complete.
8. On November 28th, 1996 the First and Second Plaintiff's Attorneys-at-Law, Messrs. Myers & Alberga, delivered to the Registrar of Lands a caution to be registered in respect of the Parcel. By letter dated 6th December, 1995 the Registrar notified the





Plaintiffs that the caution had been registered.

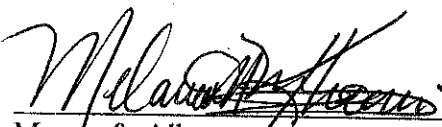
9. On or about the month of January, 1996, the Defendants obtained permission from the relevant authority for the subdivision of the Parcel which would enable them to complete pursuant to the Agreement as soon as the Registrar of Lands completed his internal procedures. No notice was given to the Plaintiffs by the Defendants.
10. During the month of January, 1996, the Defendants applied to the Registrar of Lands to have the caution on the Parcel removed and the Plaintiffs gave notice of their objection to the Registrar of Lands. A hearing was set for March 27th, 1996 by the Registrar of Lands to determine the matter and on April 12th, 1996 the Registrar by written ruling advised, inter alia, that the Agreement created a contract between the Plaintiffs and the Defendants and that the caution should remain on the register.
11. The Defendants' Application to sub-divide parcels of land in respect of the Parcel has been submitted to the Registrar of Lands for registration.
12. The Defendants' by letter dated April 30th, 1996 gave notice to the Plaintiffs' that the Defendants' were rescinding the Agreement and that the rescission was to operate as of the 21st of September, 1995.
13. By letter dated May 8th, 1996, the Plaintiffs' attorneys gave notice to the Defendants that the purported rescission was in fact a repudiation of the Agreement by the Defendants which the Plaintiffs did not accept. Further, the Plaintiffs' notice called upon the Defendants to indicate within 10 days whether they intended to comply with their obligations under the Agreement failing which the Plaintiffs would apply to the Grand Court for specific performance of the Agreement.
14. The Defendants are in breach of the Agreement by reason of their purported rescission of the Contract and their stated intention not to complete.

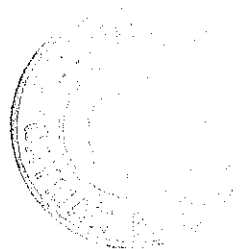


15. The Plaintiffs have at all material times been and are now ready, willing and able to fulfill all their obligations under the Agreement.

AND THE PLAINTIFF CLAIMS:-

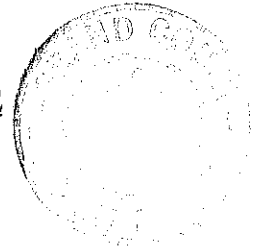
1. An order for specific performance of the said Agreement as soon as the land register for the Property is opened by the Registrar of Lands.
2. Further or alternatively, in addition to an order for specific performance, damages for breach of the Agreement.
3. Further or other relief.
4. Costs.


Myers & Alberga
Attorneys-at-Law for the Plaintiffs



THIS WRIT was issued by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiffs whose address for services is One Regis Place, Fort and Mary Streets, P.O. Box 472, George Town, Grand Cayman 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ²⁶² OF 1996

BETWEEN:	(1)	SCOTT HENDERSON	FIRST PLAINTIFF
AND:	(2)	CINDY HENDERSON	SECOND PLAINTIFF
AND:	(1)	RICHARD BUSH	FIRST DEFENDANT
AND:	(2)	GLADWYN BUSH	SECOND 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

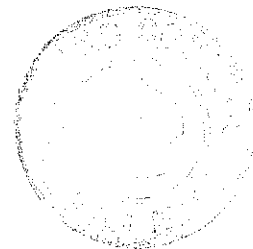
Notes on address for service

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.

Myers & Alberga
P.O. Box 472
George Town
Grand Cayman
B.W.I.



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 rectangular box for defendant's attorney indorsement]