

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 383 OF 2002

BETWEEN: THE PROPRIETORS OF STRATA NO. 205

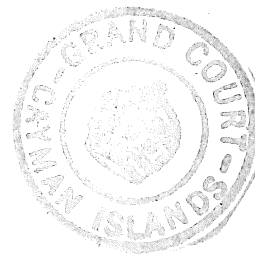
PLAINTIFF

AND: SUMMERSONG INVESTMENTS LTD.

DEFENDANT

WRIT OF SUMMONS

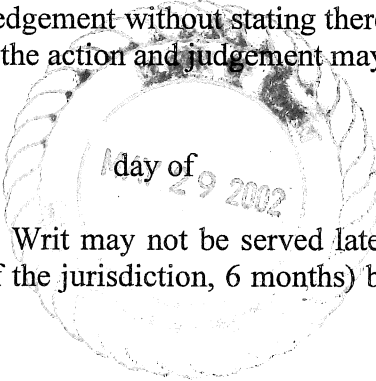
**TO: Summersong Investments Ltd.
Apartment # 23,
Seagull Condominiums,
P.O. Box 31432 SMB,
West Bay Road
Grand Cayman.**



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 on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495G, 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 judgement may be entered against you forthwith without further notice.

Issued this  1 day of 29 2002, 2002.

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, is and was at all material times a Strata Corporation established pursuant to Section 5 Strata Titles Registration Law (the "Strata Company"). The Strata Company is the entity through which the condominiums known as "the Grandview" are owned.
2. The Strata Company is administered and, in turn, administers the Grand View Condominiums pursuant to by laws (the "Bye Laws") as they may be amended from time to time.
3. The Defendant is the proprietor of Condominium No. 931 at the Grand View Pursuant to the Bye Laws, the Defendant as a proprietor of Condominium No. 931 has the following obligations:

"33(2) to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot;

pay to the [Strata Company] within 31 days of demand;

- (a) *all contributions necessary to establish and maintain a fund for administrative expenses sufficient, in the opinion of the [Strata Company] for the control, management and administration of the common Property, for the payment of insurance premiums and for the discharge of any of the other obligations of the [Strata Company],*
- (b) *all other costs and expenses incurred by the [Strata Company] in connection with the performance of its duties under the Law and under these Bye Laws.*

PROVIDED ALWAYS THAT:

- (a) *in the event of such payment not being made within 31 days of such demand he shall pay interest thereon at the rate of twelve percent (12%) p.a. (per annum) at the time of default which interest shall accrue from day to day until payment, and ...*
- (b) *in the event of any proprietor being more than 30 days in arrears of any payment due to the [Strata Company] the Executive Committee shall be entitled in addition to any other remedy which it may have to change the locks on the Strata Lot in order to rent the same and to apply the rental received to the payment of any sums due to the Strata Corporation."*

4. In accordance with the By Laws the following invoices for fees payable by the Defendant as proprietor of Condominium No. 931 ("the Strata Fees") have been rendered. Despite demand, those remain due and payable.

PARTICULARS

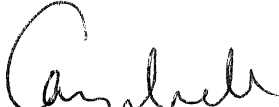
Strata Fees outstanding at January 1 st 2000	US\$15,126.35
Strata Fees invoiced from January 1 st 2000 to April 30 th 2002	US\$55,233.30
Less sums received from Defendant during period	(US\$12,900)
Less rental income received during period	(US\$27,081.65)
Net sum due	US\$30,378.30

5. The Plaintiff claims from the Defendant the sum of US\$30,378.30 being the total outstanding Strata Fees in relation to Condominium No. 931.
6. The Plaintiff claims interest on the aforementioned outstanding Strata Fees at the rate of 12% p.a. to the date hereof and accruing at the daily rate of US\$9.98.
7. Alternatively the Plaintiff claims interest pursuant to Section 34 Judicature Law at such rates as the Court shall think fit.

AND THE PLAINTIFF CLAIMS:-

1. Damages in the sum of US\$30,378.30.
2. Interest at the rate of 12% p.a. to the date hereof and accruing at the daily rate of US\$9.98.
3. Alternatively interest at such rate, as the Court shall think fit.
4. Costs.

Dated this 28th day of May, 2002



CAMPBELLS
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: Summersong Investments Ltd.
Apartment # 23,
Seagull Condominiums,
P.O. Box 31432 SMB,
West Bay Road
Grand Cayman.

THIS WRIT OF SUMMONS is filed by Messrs. Campbells attorneys-at-law for the Plaintiff whose address for service is of Fourth Floor, Bank of Nova Scotia Building, George Town, Grand Cayman.

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 495, 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 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.

BETWEEN: THE PROPRIETORS OF STRATA NO. 205 PLAINTIFF

AND: SUMMERSONG INVESTMENTS LTD. 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 the Defendants whereby they 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. Campbells
Attorneys-at-Law
Fourth Floor,
Bank of Nova Scotia Building,
P.O. Box 884,
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.