

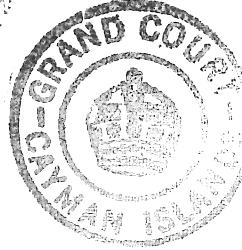
IN THE GRAND COURT OF THE CAYMAN ISLANDS

369
CAUSE NO. OF 2003

BETWEEN:



SCOTT REGAN



Plaintiff

- and -

CAYMAN OVERSEAS (PINNACLE) LIMITED

Defendant

WRIT OF SUMMONS

TO: CAYMAN OVERSEAS (PINNACLE) LIMITED, Foreshore Corporate Services Ltd., PO Box 1994, 113 South Church Street, Grand Cayman, Cayman Islands, BWI

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 3rd day of June 2003

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.

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STATEMENT OF CLAIM

1. The Plaintiff was the Plaintiff in Grand Court Cause No. 392 of 2000.
2. The Defendant is a property developer, was the Defendant in Grand Court Cause No. 392 of 2000 and was, as at May 5th 1998, the registered owner of lands and premises situated on Grand Cayman known as Parcel 31, Block 11D, West Bay Beach North Registration Section and constructed there a condominium development known as The Pinnacle (the "Property").
3. By an Agreement of Purchase and Sale dated May 5th 1998, the Defendant agreed to sell to the Plaintiff, and the Plaintiff agreed to purchase from the Defendant, Unit 39 at the Property (the "Unit") at a price of US\$1,495,000.00 (the "Sale Agreement"). The sale completed on 22 October 1999.
4. On 16 May 2000 the Plaintiff commenced proceedings in the Grand Court against the Defendant for breach of the Sale Agreement under cause number 392 of 2000, alleging certain defects in the construction of Unit.
5. On 10 October 2002 the Plaintiff and the Defendant entered into a settlement agreement in respect of the matters raised in cause number 392 of 2000 (the "Settlement Agreement"). The Settlement Agreement was evidenced by a letter from the Defendant's attorneys to the Plaintiff's attorneys dated 10 October 2002 and a letter from the Plaintiff's attorneys dated 11 October 2002 from the Plaintiff's attorneys to the Defendant's attorneys and by a Consent Order dated 14 October 2002.
6. The Settlement Agreement provided for the payment by the Defendant to the Plaintiff of the sum of US\$27,687.50 within 28 days from 10 October 2002, that is by 7 November 2002.
7. In breach of the Settlement Agreement the Defendant has failed to pay the sum of US\$27,687.50 or any sum to the Plaintiff.
8. In the premises, the Plaintiff is entitled to and claims from the Defendant the said sum of US\$27,687.50.
9. In addition, the Plaintiff is entitled to and claims interest pursuant to Section 34 of the Judicature Law (1995 Revision) on any sums awarded to him at the prescribed rates or for such periods and at such rate as to the Court may seem just.

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AND the Plaintiff claims:

1. The sum of US\$27,687.50;
2. Interest pursuant to Section 34 of the Judicature Law (1995 Revision) at the prescribed rates, being:
 - (1) To the date hereof the sum of US\$709.28;
 - (2) From the date hereof the daily rate of US\$3.41, or such other rate as may be prescribed
3. Alternatively, interest for such period and at such rate as to the Court may seem just; and
4. Costs to be taxed on an indemnity basis.



Boxalls,
Attorneys for the Plaintiff

GCR Order 6 rule 2(b) Indorsement:

If within the time for returning the Acknowledgment of Service, the Defendant pays the amount set out below, further proceedings will be stayed. The money must be paid to Boxalls, the Plaintiff's attorneys. The total amount required to be paid for the proceedings to be stayed is **US\$29,343.93** (plus any interest to be added if payment is made after 3/06/03) and is made up as follows:

- | | |
|------------------------|---|
| 1. Capital Debt: | US\$27,687.50; |
| 2. Interest to 3/06/03 | US\$ 709.28; (and continuing at the rate of US\$3.41
for every day from 3/06/2003) |
| 3. Issue fees: | US\$ 337.85; |
| 4. Fixed Costs | <u>US\$ 609.75.</u> |
| | <u>US\$29,343.93</u> |

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This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Boxalls, Attorneys at Law, whose address for service is: PO Box 1234GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies (Reference: 1294-0007/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 (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 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

CAUSE NO. 369 OF 2003

BETWEEN:

SCOTT REGAN

Plaintiff

- and -

CAYMAN OVERSEAS (PINNACLE) LIMITED

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 Originating 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
British West Indies
(Reference:)

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