

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 551 OF 2003

**BETWEEN**  **DUKE PROPERTIES** **PLAINTIFF**  
**AND** **LEIGH RITCH** **FIRST DEFENDANT**  
**AND** **JEAN RITCH** **SECOND DEFENDANT**  
**AND** **PRESTIGE CONSTRUCTION CO. LTD** **THIRD DEFENDANT**  
**AND** **PRESTIGE PURCHASING INC** **FOURTH DEFENDANT**

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**WRIT OF SUMMONS**

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**TO:** **LEIGH RITCH**  
**PO BOX 49 BT**  
**2610 TANGELLO LANE**  
**COTTAGE**  
**FRANK SOUND**  
**GRAND CAYMAN**

**TO:** **JEAN RITCH**  
**PO BOX 49 BT**  
**2610 TANGELLO LANE**  
**COTTAGE**  
**FRANK SOUND**  
**GRAND CAYMAN**

**TO:** **PRESTIGE CONSTRUCTION CO. LTD**  
**PO BOX 49 BT**  
**2610 TANGELLO LANE**  
**COTTAGE**  
**FRANK SOUND**  
**GRAND CAYMAN**

**TO:** **PRESTIGE PURCHASING INC**  
**7818 LEO KIDD AVENUE**  
**PORT RICHEY, FLORIDA 34668, USA**



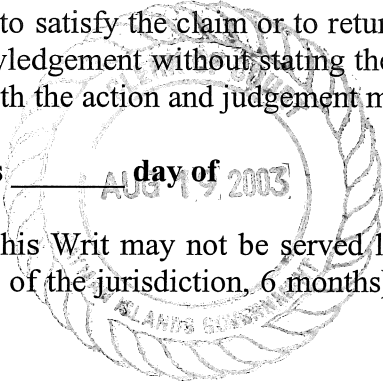
THIS WRIT OF SUMMONS has been issued against you by the above-named plaintiff in respect of the claim set out on the next page.

Within fourteen (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, 495GT, George Town, Grand, Cayman,

the accompanying Acknowledgement of Service stating 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 judgement may be entered against you forthwith without further notice.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 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.

## INDORSEMENT OF CLAIM

The plaintiff claims the following against the first, second and third defendants:

1. Damages for breach of contract entered into between the plaintiff and the first and second and/or the third defendant on or around September/October 2001 regarding the "Seacliffe Development" for the following breaches:
  - a. Failing to complete the construction work in a timely manner
  - b. Failing to complete the construction work in accordance with the specifications;
  - c. Failing to complete the construction work in accordance with the agreed budget;
  - d. Failing to properly account for all monies spent on the development.
  - e. Using funds provided by the plaintiff for the purposes of the development on other projects without the plaintiff's knowledge and/or consent;
  - f. Using materials supplied and/or paid for by the plaintiff on other projects without the plaintiff's knowledge and/or consent;
  - g. Using human resources, supplied and/or paid for by the plaintiff on other projects without the plaintiff's knowledge and/or consent
  - h. Charging the plaintiff more than the 5% commission agreed on the cost price of materials purchased by the first, second and/or third defendants.
  
2. Damages for breach of duty as an agent of the plaintiff in relation to the following breaches of duty;
  - a. Failing to carry out the plaintiff's lawful instructions in spending the monies provided to the first, second and/or third defendants by the plaintiff, only on the Seacliffe development;
  - b. Failing to properly account to the plaintiff for the monies provided to the first, second and/or third defendants by the plaintiff for the purposes of the Seacliffe Development;
  - c. Using monies provided by the plaintiff for the purposes of the Seacliffe Development for the first, second and/or third defendant's own purposes;
  - d. Using human resources paid for and/or provided by the plaintiff for the first, second and/or third defendant's own purposes;
  - e. Using materials paid for and/or supplied by the plaintiff for the first, second and/or third defendant's own purposes;
  - f. Taking a secret profit/commission in relation to the purchasing of materials using the plaintiff's funds.

The plaintiff claims the following against the first, second and fourth defendants;

3. Damages for breach of contract entered into between the plaintiff and the first, second and/or fourth defendants on or about September/October 2001 regarding the purchasing of materials for the Seacliffe Development as follows;
  - a. Charging the plaintiff more than the 5% commission agreed on the cost price of materials purchased by the first, second and/or fourth defendants; and
  - b. Failing to properly account to the plaintiff for the materials purchased.

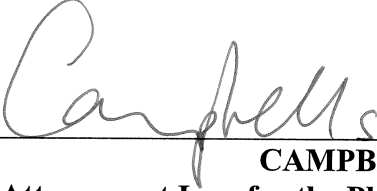
4. Damages for breach of duty as an agent of the plaintiff as follows;
  - a. Taking a secret profit/commission in relation to the purchasing of the materials for the Seacliffe Development; and
  - b. Failing to properly account for the materials purchased;

The plaintiff also claims interest pursuant to section 35 of the Judicature Act and costs as against the first, second, third and fourth defendants.

5. Such other remedies as the court sees fit;
6. Interest pursuant to section 35 of the Judicative Act;
7. Costs.

DATED August 2003

FILED August 2003

  
\_\_\_\_\_  
**CAMPBELLS**  
**Attorneys at Law for the Plaintiff**

To: The Clerk of the Court

And to: The Defendant

IN THE GRAND COURT OF THE CAYMAN ISLANDS

551  
CAUSE NO: 0F 2003

<b>BETWEEN</b>	<b>DUKE PROPERTIES</b>	<b>PLAINTIFF</b>
<b>AND</b>	<b>LEIGH RITCH</b>	<b>FIRST DEFENDANT</b>
<b>AND</b>	<b>JEAN RITCH</b>	<b>SECOND DEFENDANT</b>
<b>AND</b>	<b>PRESTIGE CONSTRUCTION CO. LTD</b>	<b>THIRD DEFENDANT</b>
<b>AND</b>	<b>PRESTIGE PURCHASING INC</b>	<b>FOURTH DEFENDANT</b>

**ACKNOWLEDGEMENT 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.

2. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged -

3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
[ ] yes [ ] no

4. 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 [ ] no

Service of the Writ is acknowledged accordingly

Address for service:



## 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.