

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁴⁸⁰ OF 2004 ✓

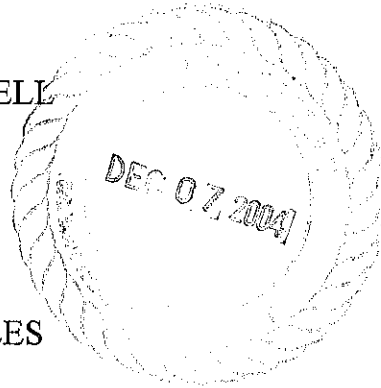
BETWEEN:



DEREK SERPELL

Plaintiff

- and -



BRIAN ECCLES

Defendant

WRIT OF SUMMONS

TO: BRIAN ECCLES, of PO Box 31318 SMB, 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 7th day of December 2004

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 Plaintiff is an architect and a resident of the Cayman Islands. From March 2000 to 31 May 2004 he was employed by Design & Development Ltd. (the "Company").
2. The Defendant is the owner of 60% of the shares of the Company and the sole Director of the Company.
3. The Plaintiff owns 40% of the shares of the Company.
4. By a contract made on or about 25 May 2004 the Plaintiff agreed to sell to the Defendant, and the Defendant agreed to purchase from the Plaintiff, his 40% shareholding in the Company.
5. The said contract was made orally, alternatively partly orally and partly in writing, and is evidenced by the following correspondence:
 - (1) an e-mail from the Plaintiff to the Defendant dated 1 June 2004;
 - (1) an e-mail from the Defendant to the Plaintiff sent on 3 June 2004;
 - (2) a letter from the Defendant to the Plaintiff dated 30 July 2004.
6. It was an express term, alternatively an implied term of the said contract that the shares would be sold and purchased for a reasonable price and that such price would be determined by applying the Plaintiff's percentage shareholding to a valuation of the Company based on its accounts as at 31 May 2004.

7. Pursuant to the said contract, and on account of the price to be determined, the Defendant paid to the Plaintiff the sums of CI\$10,000.00 on or about 30 June 2004 and CI\$10,000.00 on 30 July 2004.
8. In breach of the said contract, the Defendant has refused to provide the Plaintiff with a copy of the Company's accounts as at 31 May 2004 that would be necessary to establish a value at that date and has wrongfully failed to arrange or provide a valuation of the Plaintiff's shares.
9. In breach of the said contract, the Defendant has wrongfully refused to complete the sale and purchase of the Plaintiff's shares in the Company.
10. By reason of the foregoing the Plaintiff has suffered loss and damage.

And the Plaintiff claims:

1. An order directing that the Plaintiff's shareholding be valued by reference to the Company's accounts as at 31 May 2004;
2. Specific performance of the said contract;
3. Alternatively, damages for breach of contract;
4. Such further and/or other relief as may be just; and

5. Costs.

Dated this 6th Day of December 2004

A handwritten signature in cursive script that reads "Ogier + Boxalls".

OGIER & BOXALLS
Attorneys for the Plaintiff

**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 495GT, 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 (ie., 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. ⁴⁸⁰ OF 2004

BETWEEN:

DEREK SERPELL

Plaintiff

- and -

BRIAN ECCLES

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 of 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:

CAMPBELLS
Attorneys-at-Law
PO Box 884GT
George Town
Grand Cayman, Cayman Islands
British West Indies
T: 345 949 2648
F: 345 949 8613

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 if suing in person) of his name, address and reference, if any, in the box below.

OGIER & BOXALLS Attorneys-at-Law PO BOX 1234GT Queensgate House George Town, Grand Cayman Cayman Islands
--

British West Indies

T: 345.949.9876

F: 345.949.1987

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

CAMPBELLS

Attorneys-at-Law

PO Box 884GT

George Town

Grand Cayman, Cayman

Islands

British West Indies

T: 345 949 2648

F: 345 949 8613