

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 140 of 2005

BETWEEN:

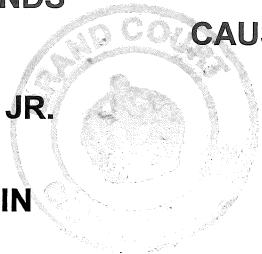
DAVID B. WOLFE JR.

PLAINTIFF

AND:

PERRY McLAUGHLIN

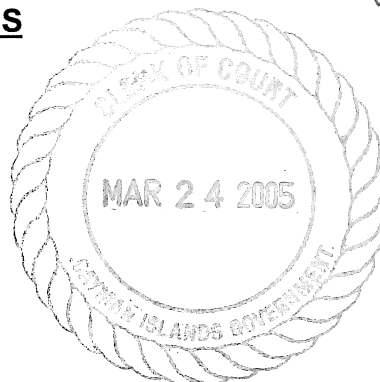
DEFENDANT



WRIT OF SUMMONS

TO:

Perry McLaughlin
P.O. Box 46
The Village Square
Little Cayman
Cayman Islands



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: 16 February 2005.

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.

OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each 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 Acknowledgement 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.

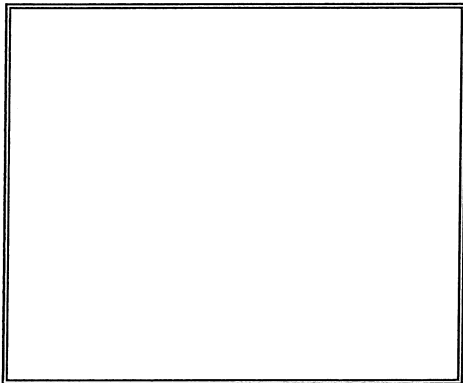
Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited 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.

Stuarts, Walker Hersant
Attorneys-at-Law
Cayman Financial Centre
36A Dr. Roy's Drive
P.O. Box 2510 GT
George Town
Grand Cayman

Ref: IB/0805
Attention: Anthony Akiwumi

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



IN THE GRAND COURT OF THE CAYMAN ISLANDS

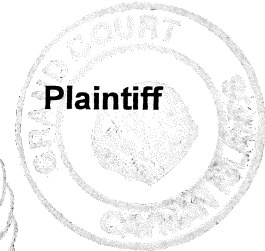
CAUSE NO: 140 OF 2005

BETWEEN:

DAVID B. WOLFE Jr.

AND

PERRY MCLAUGHLIN



Defendant

STATEMENT OF CLAIM

1. At all material times the Plaintiff, a resident of the island of Grand Cayman, Cayman Islands, was the purchaser of land situated at and described as Little Cayman West Block 82A Parcel 72. At all material times the Defendant was and acted as the real estate agent for the Vendor of the entirety of Little Cayman West Block 82A Parcels 70, 71, 72, 73 and 74 (the "property").
2. By a written agreement titled an "Offer to Purchase" dated 12th August 2004, the Plaintiff, through the Defendant, offered to buy the parcel known as Little Cayman West Block 82A Parcel 72. The Plaintiff's offer was accepted in writing by the Vendor on 13th August 2004. The Plaintiff will at trial refer to the Offer to Purchase for its full terms, meaning and effect.
3. Pursuant to a collateral agreement in writing dated 29th July 2004, the Plaintiff, on or about 12th August 2004, procured the purchase by a consortium of the property hereinbefore described. By this collateral agreement, the Defendant expressly agreed the following material terms:

"It is my understanding that David Wolfe, in conjunction with his associates will be putting forth offers to purchase the above referenced parcels for the aggregate sum of US\$1.7 million.

The commission on the sale of this land is 5% and my portion of that commission is one half of 5%, or 42,500. Should the above offer be accepted, I agree that upon the closing of the transaction, I will equally split my commission with David Wolfe. So upon closing, he will receive US\$21,250.00 from McLaughlin Properties."

4. The terms stipulated above were a condition precedent to the Plaintiff and the consortium purchasing the parcels hereinbefore described. The Plaintiff will at trial refer to these terms for their full meaning and effect.
5. Pursuant to the collateral agreement and in fulfilment of its terms, on or about 12th August 2004, the Plaintiff did in fact procure the sale of the outstanding parcels described hereinbefore to the consortium for the aggregate price of US\$1.7 million. For the avoidance of doubt, the purchase of the parcels, as aforesaid and the payment of the agreed purchase price have been completed and the properties transferred into the names of the members of the consortium.
6. The Plaintiff has demanded orally and in writing, pursuant to letters dated 11th November 2004 and 29th December 2004, the payment by the Defendant of the agreed sum pursuant to the terms of the collateral agreement. In breach of the collateral agreement, the Defendant has failed to pay the said sum of US\$21,250, or any part thereof or at all. In the premises, the Defendant is indebted to the Plaintiff in the sum of US\$21,250 as agreed.
7. By reason of the matters aforesaid, the Plaintiff has suffered loss and damage in the sum of US\$21, 250.
8. Further, the Plaintiff claims pre-judgment and post judgment interest pursuant to the Judicature Law on the amount found to be due to the Plaintiff at such rate and for such period as the Court thinks fit.

AND the Plaintiff claims:

- (1) US\$21,250
- (2) The aforesaid pre-judgment and post-judgment interest pursuant to
- (3) Fixed Court costs
- (4) Attorney fees
- (5) Such further and other relief as this Honourable Court may deem to be just

Dated: 23 March 2005

Stuarts, Walker Hersant

Stuarts, Walker Hersant

Attorneys at Law for the Plaintiff