

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 170 of 1997

BETWEEN: RONALD & MICHELLE DOUGLAS PLAINTIFFS
AND; BUDGET HOMES LTD. FIRST DEFENDANT
AND: ANTONIO HAWKINS SECOND DEFENDANT

WRIT OF SUMMONS

TO; Budget Homes Ltd
c/o Truman Bodden & Company
Attorneys At Law
P O Box 866
GRAND CAYMAN

AND TO; Mr Antonio Hawkins
c/o Budget Homes
Templeton Lakes
George Town
GRAND CAYMAN

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 495 G, 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 14th day of March 1997

NOTE: This Writ may not be served later than 4 calendar months.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

- 1 The Plaintiffs are husband and wife who reside in the Cayman Islands.
- 2 The First Defendant is a company duly registered and incorporated to carry on the business of building and constructing residences and other buildings in the Cayman Islands.
- 3 The Second Defendant is the owner and President of the First Defendant.
- 4 On or about the 30th day of May, 1995 the Plaintiffs and the Defendants entered into a written Agreement for the Defendants to build a residence for the Plaintiffs on property described as Registration Section : Spotts Block 24E Parcel 420. It was an expressed term of the said Agreement that the cost of the construction of the said residence would be CI\$50,000.00 .
- 5 It was also an expressed term of the said agreement that the Plaintiffs were to pay to the Defendants a mobilization fee of CI\$10,000.00 for site preparation.
- 6 The Plaintiffs entered into a further written agreement with the Defendants on or about 1st June, 1995 to purchase the said property located at Registration Section : Spotts Block 24E Parcel 420 for the price of CI\$ 23,000.00. It was an expressed term of the said Agreement that the plaintiffs would pay an initial deposit on the said property of CI\$8,000.00. The Plaintiffs will rely on the terms of the said written agreements for their full terms and effects.
- 7 In furtherance of the terms of the said agreements the Plaintiffs paid to the Defendants the sum of CI\$12,500.00 for which receipts were issued on behalf of the Defendants. The Plaintiffs will rely on the said receipts for their full terms and effects.
- 8 In breach of the said Agreements the Defendants were found unable to sell the said property to the Plaintiffs as the title to the said property had not been transferred into their name and consequently the residence could not be built on it.
- 9 As a result of the said breach the Plaintiffs made demand on the Defendants to have their funds refunded. As a result of their demands the Defendants have refunded the Plaintiffs the sum of CI\$2,500.00 leaving a balance of CI\$10,080.00 unpaid.
- 10 Despite demand for payment of this outstanding amount the Defendants have neglected to pay same and as a result the Plaintiffs have suffered loss and damage. The Plaintiff will aver that because of the said breach of the written agreements they have had to continue renting a place to stay and also have lost the bargain which was provided to them.

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AND: ANTONIO HAWKINS SECOND DEFENDANT

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 judgement 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 is being acknowledged:

2 State whether the Defendant intends to contest the proceedings (Tick appropriate box)

Yes

No

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 judgement entered by the Plaintiff(Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed _____

Please complete oveleaf

(Attorney) for

(Defendant in Person)

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 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 the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

Brooks & Brooks
Attorneys At Law
P O box 1355 GT
GRAND CAYMAN

(2nd Floor Harbour Centre)

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