

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 312 of 1997

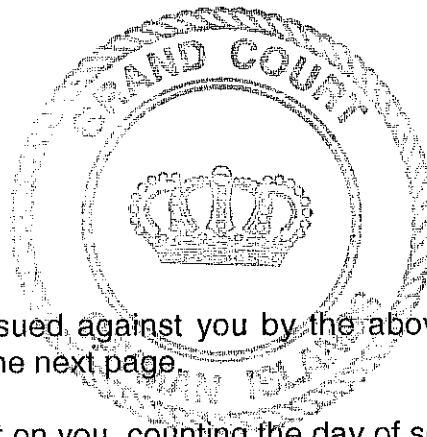
BETWEEN:       AVRIL FRANCES                   PLAINTIFF  
AND;             BUDGET HOMES LTD.               FIRST DEFENDANT  
AND:             ANTONIO HAWKINS               SECOND DEFENDANT

WRIT OF SUMMONS

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

MAY 16 1997

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 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 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 *16<sup>th</sup>* day of *may* 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

MAY 16 1997

1 The Plaintiff is an individual who resides in the Cayman Islands and at the material time was a client of the First and Second Defendant..

2 The First Defendant is a company duly registered and incorporated to carry on the business inter alia 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 5th day of March, 1996 the Plaintiff and the Defendants entered into a written Agreement for the Defendants to sell a parcel of property located at Registration Section: Lower Valley, Block 27C Parcel 101 to the Plaintiff. Included in the same agreement was provision that the Defendants would build a residence for the Plaintiff on the said property. It was an expressed term of the said Agreement that the construction of the said residence would commence on or before 1st May, 1996 and that completion of the building of the residence would take place on or before 1st August, 1996. The Plaintiff will rely on the terms of the said written Agreement for its full terms and effect.

5 In furtherance of the terms of the said agreement the Plaintiff paid to the Defendants the sum of CI\$5,200.00 of which CI\$5,000.00 was to be regarded as a deposit and the additional CI\$250.00 was purported to be filing fees for the said Agreement. Receipts were issued on behalf of the Defendants for the said payments and the Plaintiff will rely on the said receipts for their full terms and effects.

6 In breach of the said Agreement the Defendants were found unable to sell the said property to the Plaintiff as the title to the said property had never been transferred into their name and consequently the residence could not be built on it. The residence was therefore never commenced nor completed as stipulated in the said Agreement nor was the Plaintiff allowed title to the said property.

7 As a result of the said breaches the Plaintiff made demand on the Defendants to have her funds refunded. The said Demand was contained in a letter from Collins, Broadhurst and Furniss, Attorneys At Law written on the Plaintiff's behalf dated 25th February, 1997. The Plaintiff will rely on the contents of the said letter for their full terms and effects.

8 Despite demand for payment of the outstanding amount the Defendants have neglected to pay same and as a result the Plaintiff has suffered loss and damage. The Plaintiff will aver that because of the said breach of the written agreement she has had to continue renting a place to stay and also has lost the bargain which was provided to her.

## PARTICULARS

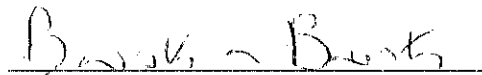
- (a) Amount of principal outstanding CI\$5,250.00
- (b) Damages for the inconvenience of having to rent alternative premises, loss of bargain, and inconvenience of not having the use of the said funds (Unspecified)

### AND THE PLAINTIFF CLAIMS:

- (a) Payment of the principal amount outstanding of CI\$5,250.00
- (b) Damages
- (c) Interest at the statutory rate of 8 3/8% from the date hereof to the date of final judgement
- (d) Costs and Attorneys fees

Dated this 16<sup>th</sup> day of May, 1997.

MAY 16 1997

  
**BROOKS & BROOKS**  
Attorneys At Law for the Plaintiff

NOTE: If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$5,250.00 and CI\$800.00 in respect of costs and fees further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorney.

**THIS WRIT OF SUMMONS** was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of her said Attorneys At Law 2nd Floor Harbour Centre, P O Box 1355GT GRAND CAYMAN

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. 312 of 1997**

**BETWEEN: AVRIL FRANCES**

**PLAINTIFF**

**AND; BUDGET HOMES LTD**

**FIRST DEFENDANT**

**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.

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

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

Yes

No

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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

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Service of Writ is acknowledged accordingly

Signed \_\_\_\_\_

Please complete overleaf

(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