

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 369 OF 1997

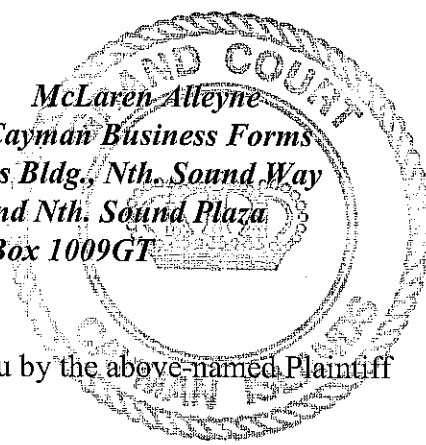
BETWEEN LILLIETH McLAUGHLIN PLAINTIFF
AND REX EBANKS & McLAREN ALLEYNE 1ST DEFENDANTS
AND McLAREN ALLEYNE 2nd DEFENDANT

JUN -9 1997

WRIT OF SUMMONS

**TO: Rex Ebanks & McLaren Alleyne
t/a R & A Building Maintenance
c/o Cayman Business Forms
Brit's Bldg., Nth. Sound Way
behind Nth. Sound Plaza
PO Box 1009GT**

**AND TO: McLaren Alleyne
c/o Cayman Business Forms
Brit's Bldg., Nth. Sound Way
behind Nth. Sound Plaza
PO Box 1009GT**



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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 ^{9th} day of June 1997.

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 Acknowledgement of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 365 OF 1997

BETWEEN LILLIETH McLAUGHLIN

PLAINTIFF

*AND REX EBANKS & McLAREN ALLEYNE
t/a R & A BUILDING MAINTENANCE*

1ST DEFENDANTS

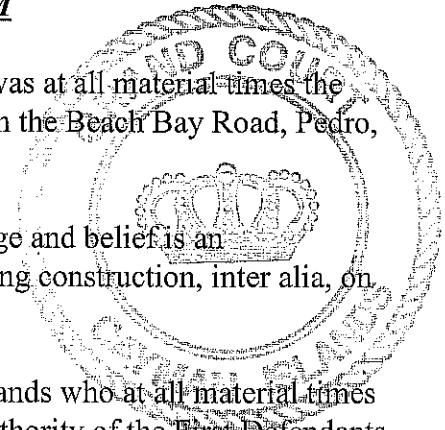
AND McLAREN ALLEYNE

2nd DEFENDANT

JAN. -9. 1997

STATEMENT OF CLAIM

1. The Plaintiff is a resident of the Cayman Islands and was at all material times the owner of property being Block 38E Parcel 6 located on the Beach Bay Road, Pedro, Grand Cayman.
2. The First Defendants to best of the Plaintiffs knowledge and belief is an unincorporated body engaged in the business of building construction, inter alia, on the Grand Cayman Islands.
3. The Second Defendant is a resident of the Cayman Islands who at all material times held himself out as acting on behalf of and with the authority of the First Defendants or alternatively acted in his own behalf.
4. Sometime in mid 1995 the Second Defendant, representing himself to be acting on behalf of the First Defendants, procured the Plaintiff to enter into a contract with him as such agent for the construction of a bedroom, bathroom and study on the Plaintiff's aforesaid premises for the sum of CI\$24,155.00.
5. By reason of the premises the Second Defendant impliedly warranted to the Plaintiff that he was authorised by the First Defendants to make the said contract as their agent and thereby induced the Plaintiff to enter into the said contract.
6. On or about the 2nd day of January 1997 the Plaintiff, in keeping with the terms of the said agreement, paid to the Second Defendant the sum of CI\$4,500.00 for the purposes of commencing the said work.
7. The First Defendants commenced upon the said work and between January 1996 and April 1996 paid to the First Defendants the sum of CI\$11,500.00 in pursuance of the said agreement.



8. That it was a term of the said agreement that the buildings would be completed within four months of the first payment.
9. That sometime in late August 1996 the First Defendants, in breach of the said contract, ceased any further work on the buildings, and have failed to build or complete the said works contracted for. The First Defendants have therefore repudiated the contract, which repudiation the Plaintiff has accepted by letter dated 13th May 1997.
10. As a result of the matters aforesaid, the Plaintiff has been obliged to employ another builder to complete the said works at a greatly increased price as set out hereinafter.

Particulars

Difference between CI\$24,155.00 the price agreed between the Plaintiff and the First Defendants, and CI\$29,800.00 the price the Plaintiff has been obliged to pay for the completion of the said works.

11. In order to have the said works carried out and completed the Plaintiff was obliged to borrow money and incur overdraft expenses and the Plaintiff claims these as well from the First Defendants. Details of the same will be provided as soon as the same are to the Plaintiff's hand.
12. The work carried out by the first Defendants under the said agreement was valued at CI\$7,900.00 and accordingly the Plaintiff will seek to recover the sum of CI\$3,600.00 as an overpayment to which the First Defendants are not entitled.
13. By reason of the matters aforesaid the Plaintiff has suffered loss and damage.

Particulars

Additional cost to complete the works	CI\$5,645.00
Interest on bank loan & overdraft facilities	to be provided
Overpayment to R & A Building Maintenance	CI\$3,600.00
Cost of Valuation Report	CI\$ 250.00

14. Alternatively, if the Second Defendant had no authority to enter into the said contract on behalf of the First Defendants, the Second Defendant is in breach of his said warranty of authority, and in consequence the Plaintiff is unable to enforce the said contract against the First Defendants and she has thereby suffered loss and damage.

Particulars

Additional cost to complete the works	CI\$5,645.00
Interest on bank loan & overdraft facilities	to be provided

Overpayment to R & A Building Maintenance
Cost of Valuation Report

CI\$3,600.00
CI\$ 250.00

AND THE PLAINTIFF CLAIMS:

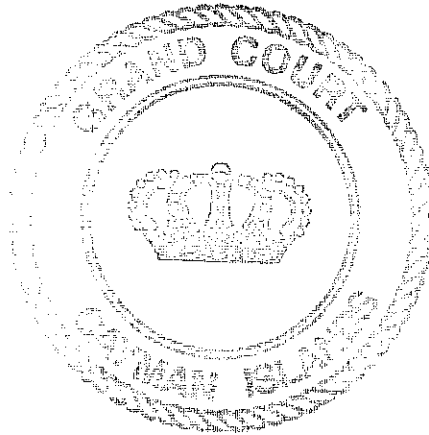
1. Against the First Defendants damages for breach of contract;
2. Against the Second Defendant damages for breach of warranty of authority;
3. The sum of CI\$9,495.00 plus bank interest and overdraft charges to be provided;
4. Interest at the statutory rate from 31 August 1996 to Judgement;
5. Costs.

Dated this 9th day of June 1997

L. A. Samson & Co.

Signature of Plaintiff or his Attorney

JUN -9.1997



THIS WRIT was issued by L. A. Samson & Co., Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of her said Attorneys-at-Law, Ground Floor, Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 365 OF 1997

BETWEEN LILLIETH McLAUGHLIN PLAINTIFF
AND REX EBANKS & McLAREN ALLEYNE 1ST DEFENDANTS
t/a R & A BUILDING MAINTENANCE
AND McLAREN ALLEYNE 2ND 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 name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....
[Attorney] for
[Defendant in person]
Address for service:

Please complete overleaf

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 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 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:

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