

IN THE GRAND COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN

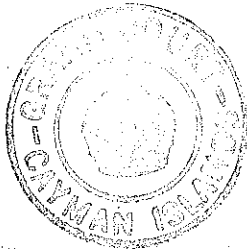
CAUSE NO: 172 OF 1998

BETWEEN: LORNA BODDEN

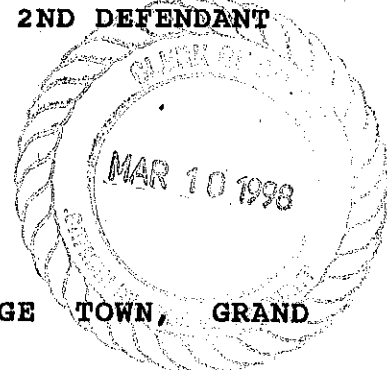
PLAINTIFFS

AND: CARIBBEAN AUTOS & COMMODITIES
DEAN SCOTT

1ST DEFENDANT
2ND DEFENDANT



ENDORSED WRIT OF SUMMONS



TO: CARIBBEAN AUTOS & COMMODITIES, GEORGE TOWN, GRAND CAYMAN, CAYMAN ISLANDS

AND TO: DEAN SCOTT, 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 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 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 10th day of March 1998 .

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 the order of the court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The First Defendant at all material times is and was a company registered under the laws of the Cayman Islands and carrying on business as Used Automobile Dealers in the Cayman Islands.
2. The Second Defendant is and was at all material times the director and or agent and or alter ego of the First Defendant, and or the First Defendant carried on its work by or through him.
3. On or about December 1997, the Plaintiff requested her nephew to contact the First Defendant in relation to acquiring a 1994 Ford Ranger, long-bed pick-up truck with 30-40,000 miles.
4. The Plaintiff was subsequently quoted a price of CI\$12,500.00 for a truck meeting her requirements, delivered to her.
5. Some weeks later the Plaintiff was contacted by the Second Defendant and she was informed that he had found a 1995 truck meeting her specifications for the same price quoted of CI\$12,500.00. The Plaintiff was sceptical about it but was assured by the Second Defendant that he merely wanted to pass on a good deal to her.
6. The Plaintiff paid the second defendant a deposit of CI\$9,375.00 and on 30th December 1997 the balance of CI\$3,125.00 was paid. A subsequent amount of CI\$200.00 was paid for one set of rails for the truck.
7. On or about the 16th January 1998 the said truck was delivered by the Second Defendant to the Plaintiff at her residence in Bodden Town.
8. The following morning the Plaintiff inspected the vehicle closely and discovered that the interior of the truck was very dirty and underneath the truck was very rusty. In addition to these observations the Plaintiff noticed that the underside of the bedliner had been badly scatched and that bare metal was showing in places, and that the odometer showed a reading of in excess of 59,000 miles.
9. The Plaintiff then proceeded to drive the said truck and was startled to hear a "groaning" sound and to discover fluid leaking from underneath the engine compartment.
10. The Plaintiff proceeded to take the truck to her mechanic. The mechanic had had to completely service the vehicle. It had had bad belts and the oil had needed changing. The Plaintiff was charged CI\$464.00 for the work that had been carried out.

11. The Second Defendant after having been informed of the charges the Plaintiff had incurred, repaid her CI\$300.00 towards the costs. The Plaintiff at this time informed the Second Defendant of her disappointment in the truck, including the fact that she had had to have to interior of the truck steam-cleaned. However, at this point the Plaintiff had decided to keep the truck.
12. On January 22nd, 25th and 26th, 1998 the Plaintiff experienced violent "swings" in the steering which made her lose control of the vehicle.
13. On 27th January 1998 the Plaintiff returned the truck to the offices of the First Defendant and left a note for the Second Defendant.
14. To date the Plaintiff has not been contacted by the Second defendant although she has been assured by his wife that when the truck is sold she will be reimbursed.
15. By reasons of the matters aforesaid, the Defendants are jointly and severally liable to the Plaintiffs for the said amount of CI\$ 12,700.00.

AND THE PLAINTIFF CLAIM AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY:

1. The sum of CI\$ 12,700.00
2. Interest on the said amount at the rate of 8 3/8% per annum from the 30th December 1997 to date of payment.
3. Cost and attorneys fees.
4. Further and other relief.

DATED this 10th day of March 1998.

A. Steve McField & Associates
A STEVE MCFIELD & ASSOCIATES
Attorneys-at-Law for the Plaintiff.

TO: The Clerk of the Courts

AND TO: The Defendants
Grand Cayman

FILED BY A STEVE MCFIELD & ASSOCIATES, Attorneys-at-Law for and on behalf of the Plaintiffs whose address for service is that of their said attorney, P O Box 680, Mary Street, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO: 172 OF 1998

BETWEEN: LORNA BODDEN

PLAINTIFF

AND: CARIBBEAN AUTOS & COMMODITIES
DEAN SCOTT

1ST DEFENDANT
2ND DEFENDANT

ACKNOWLEDGEMENT OF SERVICE
OF ENDORSED 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 Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate option).

Yes _____ No _____

Service of the Endorsed Writ of Summons is acknowledged accordingly

(Signed).....

(Attorney) for

(Defendant in person)

Address for service:

Notes on 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 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 principle office.

A. Steve McField & Associates

**A STEVE McFIELD & ASSOCIATES
Attorneys-at-Law for the
Plaintiff/Applicant**

**Attorneys-at-Law for the
Respondent**

FILED BY: A Steve McField & Associates, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is that of their said attorney, P O Box 680, Mary Street, George Town, Grand Cayman, Cayman Islands, B.W.I.