



STATEMENT OF CLAIM



1. By an agreement in writing dated the 12th day of February 1992 and made between Burton Dacres (deceased), and the Second Plaintiff and the Defendant, (hereinafter called "the Agreement"), the Defendant agreed to sell and Burton Dacres and the Second Plaintiff agreed to buy a parcel of land registered in the George Town South Registration Section, Block 14D Parcel 335 (hereinafter called "the first parcel") at a price of CI\$20,000.00.
2. The first parcel was at the time of the Agreement owned by Wilbert Forker but it was understood that the Defendant had contracted to purchase the first parcel from Wilbert Forker and intended to sub-sell to Burton Dacres and the Second Plaintiff.
3. On or about the February 1992, it was orally agreed between the Defendant and Burton Dacres and evidenced in writing that the Defendant would sell and Burton Dacres would purchase a parcel of land registered in the George Town South Registration Section, Block 14D Parcel 334 (hereinafter called "the second parcel") at a price of CI\$20,000.00 (hereinafter called the "the Oral Agreement").
4. The second parcel was at the time of the Oral Agreement owned by Wilbert Forker but it was understood that the Defendant had contracted to purchase the second parcel from Wilbert Forker and intended to sub-sell it to Burton Dacres.
5. On the 20th September 1995 after having paid in full the price of the first parcel and after making part payments of CI\$5,500.00 towards the second parcel the Defendant, Burton Dacres died.
6. On or about 10th January 1996 the First and Second Plaintiff attended a meeting with the Defendant when it was agreed that the First Plaintiff would make monthly payments of CI\$500.00 towards the outstanding amount owing under the Oral Agreement.
7. Between 10 January 1996 and the 10 June 1997 the First Plaintiff made fifteen payments of CI\$500.00 each to the Defendant and on each occasion the Defendant gave the First Plaintiff a receipt.
8. By a letter dated 7th August 1997 the First Plaintiff's former attorneys, sent a cheque to the Defendant in the sum of CI\$7,000.00 in respect of the balance owing under the Oral Agreement requesting in exchange a transfer of title in respect of the first parcel and the second parcel.
9. By a letter dated 8th August 1997 the Defendant's attorneys, Collins, Broadhurst & Furniss returned the First Plaintiff's cheque and in breach of the Agreement and the Oral Agreement told the First Plaintiff's attorneys that they were not prepared to proceed with the sale of the first parcel and the second parcel.
10. The First and Second Plaintiff had agreed for the First Plaintiff to sell the first parcel and the second parcel to a third party, namely Cayman Dispatch Services Ltd. and the First Plaintiff had agreed with Cayman Dispatch Services Ltd. to sell the first parcel and the

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the 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 endorsed 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 endorsed 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 Acknowledgment 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 400 OF 1998

| | | |
|----------|--|---------------------|
| BETWEEN: | DARREL DACRES (Administrator of the Estate of Burton JoyceLyn Dacres) | FIRST PLAINTIFF |
| AND | DIANNE DACRES | SECOND PLAINTIFF |
| AND | BUDGET HOMES LTD. | DEFENDANT |

ACKNOWLEDGMENT 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 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 Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick 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 judgment 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 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 or principal office.

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

Orren Merren & Company
Attorneys-at-Law
P.O. Box 481G
Kirk House 3rd Floor
Albert Panton Street
Grand Cayman, B.W.I.

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