

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 50\ OF 1999

BETWEEN

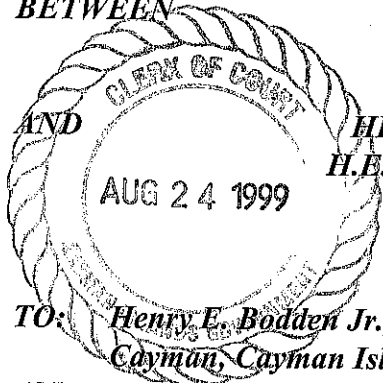
**DWAYNE EBANKS
DENISE EBANKS**

PLAINTIFFS

AND

**HENRY E. BODDEN JR.
H.E.B. ENTERPRISES LTD.**

**FIRST DEFENDANT
SECOND DEFENDANT**



WRIT OF SUMMONS

TO: Henry E. Bodden Jr., c/o HEB Enterprises Ltd, Caymanian Village, Grand Cayman, Cayman Islands

AND TO: HEB Enterprises, Caymanian Village, Grand Cayman, Cayman Islands



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 *19th* day of *August* 1999.

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.

INDORSEMENT

The Plaintiffs' claims an order that the First Defendant specifically perform a contract for the sale of property entered into between the said First Defendant and the Plaintiffs or alternatively for damages for breach of the said contract.

Dated the 18th day of August 1999.


SAMSON MURRAY JACKSON
Attorneys-at-Law for the Plaintiffs

THIS WRIT OF SUMMONS was issued by Samson Murray Jackson, Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of her said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

Notes on address for service

Please complete overleaf

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.

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

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| SAMSON MURRAY JACKSON Attorneys-at-Law The Ground Floor (West Wing) Sigma Building Smith/Hospital Roads, George Town, Grand Cayman |
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Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:

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IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 501 OF 1999

BETWEEN

**DWAYNE EBANKS
DENISE EBANKS**

PLAINTIFFS

AND

**HENRY E. BODDEN JR..
H.E.B. ENTERPRISES LTD.**

**FIRST DEFENDANT
SECOND DEFENDANT**

STATEMENT OF CLAIM

1. The First Defendant is and was at all material times the registered proprietor of the property situate at Registration Section George Town Central, Block 14C, Parcel 296H20 and more specifically known as Caymanian Village, Block C, Unit 20.
2. The Second Defendant was at all material times the acting as the agent of the First Defendant.
3. By an agreement made between the Plaintiffs and the First Defendant, the First Defendant agreed to sell and the Plaintiffs agreed to buy the said property for the purchase price of CI\$150,000.00.

Particulars

The said agreement between the parties was contained in or evidenced by or is to be inferred from the following documents:

- (a) The First Defendant's reserve contract dated the 20th February 1998 evidencing the Plaintiffs' payment of an initial deposit of CI\$ 1,000.00 towards the purchase price of the said property.
 - (b) The First Defendant's reserve contract dated the 17th July 1998 evidencing a further deposit of CI\$ 4,000.00 paid by the Plaintiffs to the Second Defendant towards the purchase price of the said property.
 - (c) The Second Defendant's Agreement for Sale made in or about September 1998 and signed by the First Defendant.
 - (d) The First Defendant's letter dated October 14th, 1998.
4. Pursuant to the said agreement, the Plaintiffs duly paid to the First Defendant the total sum of CI\$ 5,000.00 as a deposit in respect of the said purchase price, and further paid the total sum of CI\$2,154.00 to the contractor for additional works done on the said property and the Plaintiffs have at all material times been and is now ready and willing to fulfil and perform the all their obligations under the said agreement.

5. In breach of the said agreement, and notwithstanding requests made by the Plaintiffs, the Defendants wrongfully failed and refused and continues to neglect and refuse to complete the said sale or take any steps towards such completion.

AND THE PLAINTIFFS CLAIM:

1. Specific performance of the said agreement
2. All necessary and consequential accounts, directions and injuries.
3. Damages for breach of contract in lieu of or in addition to specific performance.
4. Interest thereon at the statutory rate.
5. Further and such other relief.
6. Costs.

Dated this *19th* day of *August* 1999
Filed this day of 1999.

Samson Murray Jackson

Samson Murray Jackson
Plaintiffs' Attorneys-at-Law

THIS STATEMENT OF CLAIM is filed by Samson Murray Jackson, Attorneys-at Law, for and on behalf of the Plaintiffs herein whose address for service is Sigma Building, Ground Floor, Hospital / Smith Roads Town, Grand Cayman.