

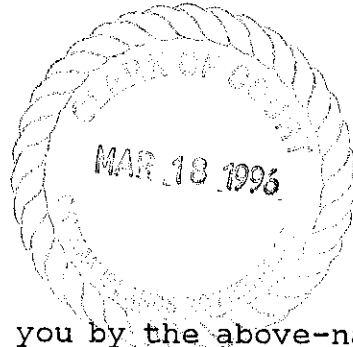
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 145 OF 1996

BETWEEN: WAKELYN RIVERS PLAINTIFF
AND: PETRA TRADING COMPANY LTD DEFENDANT

WRIT OF SUMMONS

TO: PETRA TRADING COMPANY LTD
of P.O. Box 306,
West Bay, Grand Cayman, B.W.I.



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the following pages.

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

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 15th day of March 1996.

NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

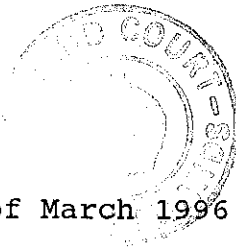


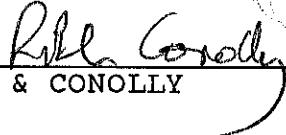
INDORSEMENT OF CLAIM

The Plaintiff claims:

1. **A DECLARATION** that she has effectively rescinded an Agreement made between the Plaintiff and the Defendant dated in or around august 1992 for the purchase by the Plaintiff from the Defendant of East Interior Block 67A part of Parcel 23 marked "C".
2. **AN ORDER** that the Defendant re-pay the Plaintiff the sum of CI\$12,930.78 paid by the Plaintiff to the Defendant towards the price of the said land.
3. **INTEREST** upon the said sum of CI\$12,930.78 at such rate and period as the Court considers just.
4. **ALTERNATIVELY** damages for breach of the said Agreement.
5. **POST-JUDGMENT** interest under the Judicature Law (1995 Revision).
6. **COSTS**

DATED this 15 day of March 1996.




RITCH & CONOLLY

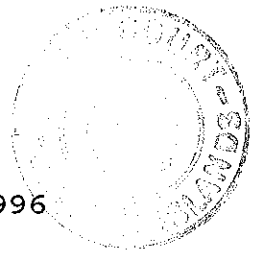
TO: The Clerk of the Grand Court

AND TO: The Defendant

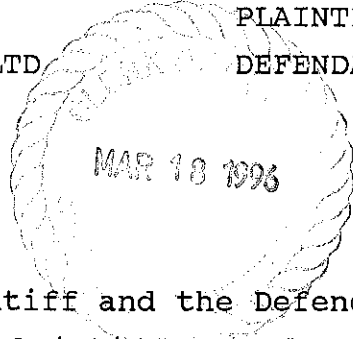
FILED BY Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 14^S OF 1996



BETWEEN: WAKELYN RIVERS PLAINTIFF
AND: PETRA TRADING COMPANY LTD DEFENDANT




STATEMENT OF CLAIM

1. By an Agreement made between the Plaintiff and the Defendant on a date in or around August 1992 the Plaintiff agreed to buy and the Defendant agreed to sell a parcel of land registered and known as East Interior registration section Block 67A part of Parcel 23 marked "C" on the plan.
2. It was an express term of the Contract at paragraph 7 thereof that "In the event the sub-division is for any reason not completed on or before the 1st September 1993 [the Defendant] shall only be liable to refund [the Plaintiff] all monies paid by [the Plaintiff] towards this agreement".
3. In pursuance of the Agreement, between the date thereof and the 9th May 1994 the Plaintiff paid to the Defendant instalments amounting to CI\$12,930.78.
4. In breach of the Agreement the Defendant failed to complete the said sub-division on or before the 1st September 1993 or within a reasonable time.
5. On the 22nd February 1996 the Plaintiff, by her Attorneys, sought a refund of the said monies paid by her referred to in paragraph 3 hereof but the Defendant has failed or neglected to pay the said sum or any part thereof.

AND THE PLAINTIFF CLAIMS:

- (1) A declaration that the Plaintiff has effectively rescinded the Agreement.
2. The sum of CI\$12,930.78.
3. Interest thereon at such rate and period as the Court considers just.
4. Alternatively damages for breach of the said Agreement.
5. Post-Judgment interest under the Judicature Law (1995 Revision).
6. Costs

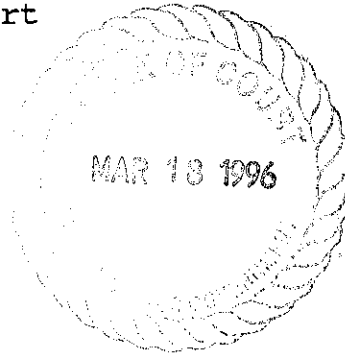
DATED this 15th day of March 1996.



RITCH & CONOLLY

TO: The Clerk of the Grand Court

AND TO: The Defendant



FILED BY Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.