

No. 1

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 884/01 OF 12

BETWEEN: JAMES M. BODDEN

PLAINTIFF

AND: JACONREY, LTD.

DEFENDANT

WRIT OF SUMMONS

TO: *[name and address of Defendant]*

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 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        day of                    19 .

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 Acknowledgment of Service are given with the accompanying form.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. 884 OF 2001**

**BETWEEN: JAMES M. BODDEN II PLAINTIFF**

**AND: JACONREY, LTD. DEFENDENT**

**STATEMENT OF CLAIM**

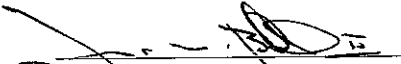
I, James M. Bodden II, the Plaintiff, of P.O. Box 499, George Town, Grand Cayman, BWI do make oath and claim as follows;

1. That pursuant to an Agreement, dated September 13th, 1998 the Defendant in this action did give the Plaintiff the sole irrevocable right to sell that parcel of property more formally known as Savannah/27C/6 REM1 and that pursuant to the successful endeavours of the Plaintiff, he was to receive a commission equal to 7.5% of the sales price. (see that EXHIBIT MARKED "JMB II -1").
2. That there was no provision for cancellation, other than by time period, further that the Plaintiff would have been still due a commission, as quoted, even for a period of 120 days following the expiration providing that the buyer was a client that the Plaintiff had introduced the property to and that this action is not time barred in this case the actual expiry, due to the 120 day period granted regarding clients that the Plaintiff introduced the property, would in fact be January 13<sup>th</sup>, 2002. (see abovementioned EXHIBIT MARKED "JMB II -1")
3. That the same said abovementioned Exhibit also required the Defendant to refer all inquiries or clients to the Plaintiff during the term of the said Agreement.
4. That in spite of the provisions of the abovementioned Agreement the Defendant, or it's officers, did, in a deceitful, duplicitous, greivous, malicious and fraudulent manner contract and actually sell the said property in a manner which was totally contradictory and in breach of the said Agreement.
6. Evidence of the said sale was discovered by a partial search carried out by the Plaintiff at the Cayman Islands Land Registry on 26.10.99 and further evidence was collected from the Department of Planning and other parties who had purchased land in the immediate area. Evidence that the sale was made is evidenced by a copt of the Transfer of Land Form found in the Parcel File relating to the said parcel and is evidenced here and referred to as "JMBII-Exhibit 2".

7. The Plaintiff does further state that he successfully carried out his contractual obligations in that he on more than one occasion had contact with the buyer relating to this very parcel of property.
9. The Plaintiff states that the Defendant did with willfully with malice and forethought had act in a duplicitous and fraudulent manner in order to get out of having to pay the Plaintiff his lawful earnings called for in and as stated in "EXHIBIT 1" and as such has caused the Plaintiff to suffer irreparable financial loss and and mental anguish as the Plaintiff, at this time was totally reliant on his earnings from the lands he sold for the Defendant and the said loss ultimately led to the Plaintiff being evicted from his dwelling.
10. The Plaintiff further states that such actions were deliberate and with forethought and in a manner so as to deliberately deprive the Plaintiff of his rightful income and earnings.
11. The Plaintiff will not only rely on the EXHIBITS shown here as evidence but all other material that is relevant to the matter to prove his case beyond a reasonable doubt.
12. The Plaintiff seeks the following remedies of the Honorable Court:
  - (a) Judgment and award of that amount as calculated pursuant to the formula as stated in Exhibit 1;
  - (b) Such interest, to be compounded on the said debt from the date of the actual breach of the said Agreement;
  - (c) An Order of the Honorable Court freezing the accessibility of the sale of any assets and bank accounts of the company or its shareholders, directors, agents or representatives of the company until the issue is adjudicated by this Honorable Court;
  - (d) That the Honorable Court make its Order applicable to any such jurisdiction where the Officers, Directors and shareholders may abide as in the case of two of the Directors and Shareholders reside in the United States of America.
  - (e) That the Honorable Court award such damages, from 1998 to date, computed based on those earnings he as earned from the company by him due to the fact that had he received his rightful earnings he would have been in a position to the further carry out his trade;

- (d) All cost of this action too be paid by the Defedents; and any other such remedy at this Hounrable Court shall deem fit.

DATED THIS 19 DAY OF September, 2001

  
James M. Bodden II  
PLAINTIFF

Filed by J.M.Bodden II, of P.O.Box 499, George Town, Grand Cayman, BWI

“JMB II- EXHIBIT 1”

This is that Exhibit as shown and referred to as “JMB II – EXHIBIT 1”.

  
James M. Bodden II – Plaintiff



"JMB II - EXHIBIT 2"

This is that Exhibit shown and referred to as "JMB II - EXHIBIT 2".

  
James M. Bodden II- Plaintiff

7097/99

CAYMAN ISLANDS

The Registered Land Law (Revised)
The Registered Land Rules (Revised)

CERTIFIED TRUE COPY

Handwritten signature of Registrar of Lands

THIRD SCHEDULE

TRANSFER OF LAND

APPROVED FOR STAMP DUTY CI\$ 475,000
LAND OFFICER OF
STAMP DUTY CI\$ 35,625
DATE 20/8/99

REGISTRATION SECTION BLOCK PARCEL
..SAVANNAH..... ..27C.... 6 REM 1....

We JACONREY LIMITED, of P.O. Box 1348GT, Grand Cayman

In consideration of CI\$475,000.00

HEREBY TRANSFER

To FRANK HALL HOMES (WEST BAY) LIMITED

of P.O. Box 10187 APO.

GRAND CAYMAN.

the land comprised in the above mentioned title.

Dated this day of , 1999

JACONREY LIMITED

Signed by the Transferor:

Handwritten signature of Director

DIRECTOR

Handwritten signature of Secretary

SECRETARY

for Q & H CORPORATE SERVICES LTD.

Handwritten signature in the presence of

in the presence of:-

FRANK HALL HOMES (WEST BAY) LIMITED

Signed by the Transferee:

Handwritten signature of Director

DIRECTOR

Handwritten signature of Secretary/Director

SECRETARY DIRECTOR.

in the presence of:-

Handwritten signature of Assistant Registrar

ASSISTANT REGISTRAR OF LANDS

FOR OFFICIAL USE ONLY

#179828

I, the Registrar of Lands in the Cayman Islands hereby certify that this document was received by me for registration on the 20 day of August 1999 and that stamp duty assessed/adjudicated by the Treasury at C.I.\$ 35,625.00 and Land Registry fees at C.I.\$ 50.00 relating thereto have been paid.

REGISTERED

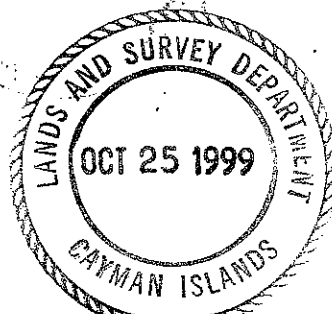
THIS 21th DAY OF Aug 1999

Handwritten signature of Registrar of Lands

REGISTRAR OF LANDS

Handwritten signature of Registrar of Lands

REGISTRAR OF LANDS CAYMAN ISLANDS



CERTIFIED TRUE COPY

*[Signature]*  
Registrar of Lands

CERTIFICATE OF IDENTIFICATION

JACONRY LIMITED

by: *Athens Jackson* Director

and: *Sally Hopkins* Secretary  
*for GTH Corporate Services*

I HEREBY CERTIFY that the above named persons *Athens Jackson and Sally Hopkins* appeared before me on the *17th* day of *AUGUST* 1999 and being identified by *[Signature]* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

*[Signature]*  
Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

FRANK HALL HOMES (WEST BAY) LIMITED

by: *Heber G. Arch* Director

and: *W.A. Connolly* Director  
*Secretary*

I HEREBY CERTIFY that the above named persons *PERSONS* appeared before me on the *19th* day of *August* 1999 and being identified by *[Signature]* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

*[Signature]*  
Signature and designation of the person certifying  
**ASSISTANT REGISTRAR OF LANDS**

CERTIFICATE OF IDENTIFICATION

Name.....

I HEREBY CERTIFY that the above named..... appeared before me on the ..... day of ..... 19..... and being identified by\*..... (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

.....  
Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

Name.....

I HEREBY CERTIFY that the above name appeared before me on the ..... by\*..... (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

.....  
Signature and designation of the person certifying

\*NOTE: Please ensure that the appropriate insertions and/or deletions are made so that the method of identification is clear.