

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 22 OF 1996

BETWEEN: ALBERT & DAISY CONOLLY PLAINTIFFS

AND: G.W. HOLDINGS LTD. DEFENDANT



SPECIALLY ENDORSED WRIT OF SUMMONS

TO: G. W. Holdings Ltd.
Sounds & Things Bldg.
Eastern Avenue
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.

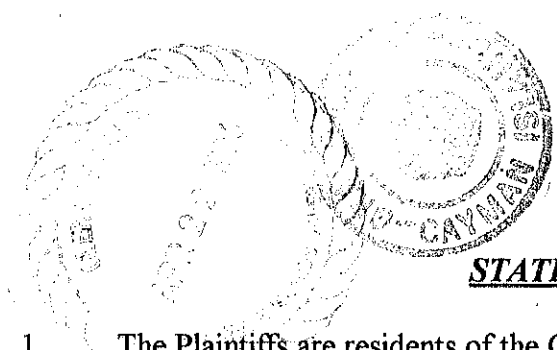
If you fail to satisfy the claim or return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 22 day of April 1996

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.



STATEMENT OF CLAIM

1. The Plaintiffs are residents of the Grand Cayman Island and were at all material times the purchasers of property known as Registration Section Savannah Block 28C Parcel 189.
2. The Defendant is a locally registered limited liability Company with its main offices situate at Eastern Avenue, George Town, Grand Cayman and at all material times contracted with the Plaintiffs to sell them property being Registration Section Savannah and to build thereon a dwelling house for the sum of CI\$119,000.00.
3. That on or about the 28th day of July 1995 the Defendant in a written agreement agreed to construct a dwelling house for the Plaintiffs on property being Registration Section Savannah Block 28C Parcel 189 for the price of CI\$119,000.00.
4. That pursuant to the said agreement the Plaintiff's paid a deposit of CI\$11,900.00 to the Defendant.
5. That it was a further term of the agreement that the Defendant would pay the sum of CI\$3,000.00 in respect of the fees relating to the sale of the said property to the Plaintiffs.
6. That it was still a further term of the agreement between the parties that the dwelling house would be completed by the Defendant within six months of the date of the written contract between the parties.
7. That in breach of the said agreement the Defendant has failed to commence building the said dwelling house to date.
8. That in further breach of the said agreement the Defendant has failed to pay the CI\$3,000.00 in respect of the fees relating to the sale of the property to the Plaintiffs and the said sum was deducted from the Plaintiff's bank account.
9. That on or about the 12th day of January 1996 the Defendant through it's agent Mr. William Peguero orally informed the Plaintiffs that the Defendant were going to construct the said dwelling house as they were going into liquidation.
10. That in consequence of the said information the Plaintiff's through their Attorneys-at-Law informed the Defendant that they would be treating the declaration as an anticipatory breach of their contract with them entitling them to terminate the contract and accordingly requested the return of their deposit as well as the CI\$3,000.00 the Defendants were contracted to pay as aforesaid.

11. That despite the demand by the Plaintiff's for the return of their deposit and the CI\$3,000.00 as aforesaid the Defendant has failed to make good the said payments and have instead sought to obtain from the Plaintiffs a waiver of their right to the said sums.

AND THE PLAINTIFF claims:

1. The sum of CI\$14,900.00;
2. Interest at the rate of 8 3/8% per annum from the 1st June 1995, till payment or judgment;
3. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$16,116.08 inclusive of interest and cost further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorneys.

Dated this 22 day of *April* 1996.

L.A. Samson & Co
L.A. Samson & Co.

THIS WRIT was issued by L.A. Samson & Co., Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of her said Attorneys-at-Law, Suite D1 Cayman Business Park, Thomas Russell Way, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 220 OF 1996

BETWEEN: ALBERT & DAISY CONOLLY
AND: G.W. HOLDINGS LTD.

PLAINTIFFS
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
entered
directions and notes for guidance
have to
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
against a Defendant whereby he may
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 the 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.

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

Ltd. Sunson & Co
Suite D1, Cayman Business Pk.
Thomas Russell Way,
George Town.

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

[Empty box for defendant's attorney indorsement]

