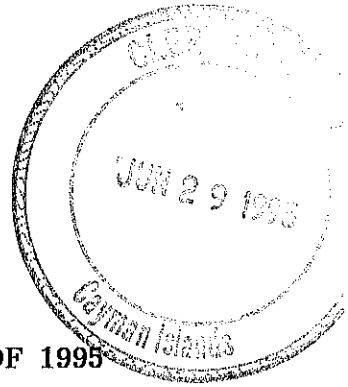


IN THE GRAND COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 276 OF 1995



BETWEEN: DORRIE EBANKS - PLAINTIFF
AND: MELBOURNE MYLES - DEFENDANT

WRIT OF SUMMONS

TO: MELBOURNE MYLES
Marina Drive
Prospect, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the abovenamed 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 29 day of June 1995

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 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 Plaintiff resides at and employed a Bank Clerk to the firm of Julius Baer Bank and Trust Co. Ltd. of George Town, Grand Cayman.
2. The Defendant has at all material times carried on the business of a Building Contractor and resides at Prospect Park, George Town, Grand Cayman.
3. On the 13th day of January, 1995, the Plaintiff entered into a written agreement with the Defendant whereby the Defendant agreed to construct a dwelling house on property owned by the Plaintiff described at the Land Registry as Registration Section, Savannah, Block 28C, Parcel 134, for a total price of CI \$85,000.00 including labour and material as specified therein.
4. That there were implied terms of the contract as follows:-
 - (a) That the materials supplied would be of a good and merchantable quality;
 - (b) That the work would be carried out in a good and workmanlike manner;
 - (c) That the Defendant would carry out the work with reasonable care, skill and dispatch;

(d) That the works as completed would be fit for human habitation;
and

(e) That the Defendant owed a duty of care to the Plaintiff in
carrying out the works.

5. That in breach of contract, the Defendant before the house was completed, namely before the 10th day of April, 1995 abandoned the work and failed to complete the same having been paid sums totalling CI \$70,000.00 by the Plaintiff.

6. By reason of the Defendant's breach or repudiation of the contract, the Plaintiff has been compelled to employ another contractor to complete the house at a greatly increased cost and has been deprived of the use of the house thereby causing great inconvenience and expense to the Plaintiff, who has suffered loss and damage.

PARTICULARS OF LOSS AND DAMAGE

(1) The cost of the Plaintiff completing the house left unfinished by the Defendant is the sum of CI \$54,600.00 particulars whereof are as follows:-

Complete entire roof
(including labour and
materials) between 10th
April, 1995 to the date hereof

CI \$15,000.00

Pour cement for living-room, porch and patio floor (including labour and materials)	CI \$ 3,000.00
Plaster interior and exterior walls (including labour and materials)	CI \$ 5,900.00
Install windows and doors (including labour and materials)	CI \$ 2,500.00
Electrical materials	CI \$ 1,916.45
Payment to Electrician (labour)	CI \$ 1,600.00
Payment to Miracle Brokers for tiles and carpet (freight and duty)	CI \$ 1,920.00
Rental of heavy equipment to dig and clean out septic tank	CI \$ 975.00
Rental of cement mixer	CI \$ 1,488.55
Costs to complete septic tank	CI \$ 1,900.00
Costs to complete deep well	CI \$ 1,000.00
Electrical and Inspection charges payable	CI \$ 1,670.00
Installation of pipes, water heater and pump (including labour and material)	CI \$ 2,500.00
Masonry charges - plastering and finishing interior sheet rock for ceilings	CI \$ 1,250.00
Painting charges (including labour and materials) for exterior and interior walls	CI \$ 2,700.00

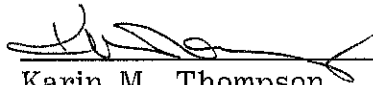
Costs of premixed cement and marl to fill in driveway entrance to garage	CI \$1,580.00
Installation charges for carpet and tiles	CI \$ 2,500.00
Kitchen and bathroom cabinets	CI \$ 4,000.00
Kitchen and bathroom fixtures	CI \$ <u>1,200.00</u>
Total	CI <u>\$54,600.00</u>

(2) The overall costs, that is the difference between the sum of CI \$124,600.00 and the sum of CI \$85,000.00 for which the Defendant agreed to build the said house is CI \$39,600.00.

AND THE PLAINTIFF claims:

1. Damages in the sum of CI \$39,600.00.
2. Interest at the prescribed rate of 8 3/8% from the 10th day of April to the date hereof, being CI \$727.78 and accruing daily thereafter in the amount of CI \$9.21.
3. Costs and Attorneys fees totalling CI \$996.00.

[If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI \$41,323.78 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney.]



Karin M. Thompson
Attorney-at-Law for the
Plaintiff herein



THIS WRIT was issued by Karin M. Thompson of Cayman Shipping Centre Building (Second Floor), P.O. Box 1708 George Town, Grand Cayman, Attorney-at-Law instructed by the Plaintiff herein whose address for service is that of ~~his~~/her said attorney.

Service of the Writ is acknowledged accordingly

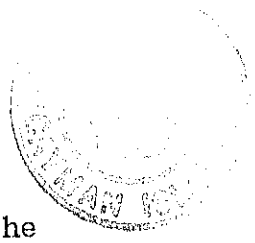


for

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.

Karin M. Thompson of Cayman Shipping Centre Building (Second Floor), P.O. Box 1708 George Town, Grand Cayman, Attorney-at-Law instructed by the Plaintiff herein whose address for service is that of her said attorney.

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