

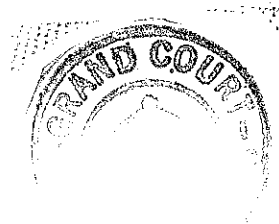
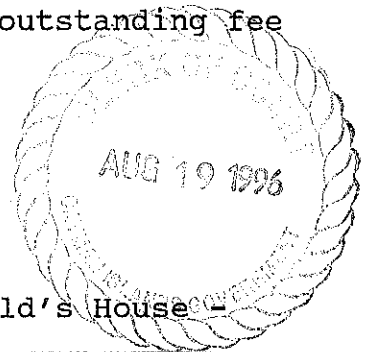
SPECIALLY INDORSED STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a firm of Architects, Engineers and Interior Designers.
2. The Defendant is and was at all material times a firm involved in the construction of homes.
3. The Plaintiff has, on various occasions rendered professional services on behalf of the Defendant and incurred expenses in connection with those professional services. Fee notes have been rendered to the Defendant for such services but the Defendant has failed to pay or to settle the outstanding fee notes rendered.

PARTICULARS

- (a) Work rendered in connection with Purline Donald's House - Reimburseable Expenses

This was originally billed on 23rd August 1994 in the sum of CI\$159.75 and paid. A further Lands and Survey charge was billed on 1st December 1994 for CI\$10.00 and has remained unpaid since that time through the last billing of March 1996. The Defendant has failed to pay the outstanding sum of CI\$10.00.





(b) McHale House

The Plaintiff performed services in relation to a house to be built by Budget Homes for Mrs. McHale. The Plaintiff agreed a maximum fee on this house for CI\$1,000.00 exclusive of reimburseables. It was first billed on 31st July 1995 as CI\$981.25. Government fees were added on 4th December 1995 for a total of CI\$1,167.05. The Defendant has failed to pay the outstanding fees due to the Plaintiff of CI\$1,167.05

(c) Block 14D 338

The Plaintiff performed services to review the development potential for this site i.e. how many homes could go on the site. The work was originally performed and billed by 10th June 1993. A payment was made on account on 19th January 1994 in the sum of CI\$516.50 but the Defendant has failed to pay the outstanding balance due of CI\$280.00

(d) Master Plan and Apartment Plans in Windsor Park

This project goes back to January 1992 and the agreed fee for the work was CI\$10,500.00. As of July 1992 CI\$8,400.00 of these fees had been paid leaving a balance due of CI\$2,100.00. Subsequently more time was spent and billed on 7th September 1992 as an additional \$592.50 for a total due of CI\$2,692.50. The Defendant has failed to pay this outstanding sum due of CI\$2,692.50, notwithstanding the fact that the Defendant acknowledged the debt of CI\$3,972.50 by letter dated 22nd September 1993 being the amount then due to the Plaintiff as at 22nd June 1993.



4. The Plaintiff is entitled and hereby claims pre-judgment interest for the period from the date the cause of action arose to judgment pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 and 1996 in the following amounts:-

(a) Re. Purline Donalds

Interest on CI\$10.00 is de minimis and is not claimed

(b) Re. McHale House

Interest on CI\$1,167.05 from 4.12.95 to 16.8.96

(i) from 4.12.95 to 1.2.96 @ 8 3/8% CI\$15.80
(59 days)

(ii) from 1.02.96 to 16.8.96 @ 7 3/8% CI\$46.56
(198 days)

CI\$62.36

and continuing interest at 7 3/8% from 16.8.96 to date of payment or judgment at a daily rate of CI\$0.24.

(c) Re. 14D 338

Interest on CI\$280.00 is de minimis and is not claimed





(d) Re. Windsor Park

Interest on CI\$2,692.50 from 22.6.93 to 16.8.96

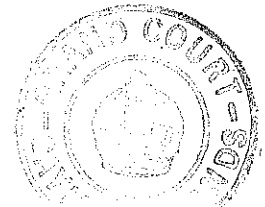
- (i) From 22.6.93 to 1.6.95 @ 7.5% CI\$392.26
(709 days)
- (ii) From 1.6.95 to 1.2.96 @ 8 3/8% CI\$151.36
(245 days)
- (iii) From 1.2.96 to 16.8.96 @ 7 3/8% CI\$107.42
(198 days)

CI\$651.04

and continuing interest at 7 3/8% from 16.8.96 to date of payment or judgment at a daily rate of CI\$0.54.

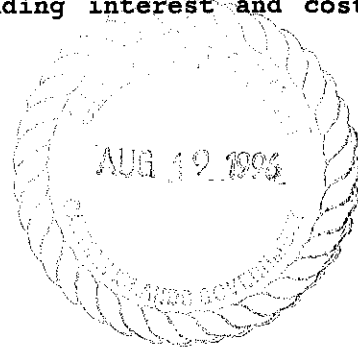
AND THE PLAINTIFF CLAIMS:-

- (1) the principal sum of CI\$4,149.55 [CI\$10.00 + CI\$1,167.05 + CI\$280.00 + CI\$2,692.50]
- (2) Pre-judgment interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 and 1996 as pleaded in paragraph 4 hereof in the sum of CI\$713.40
- (3) Post judgment interest pursuant to the Judgment Debts (Rates of Interest) Rules 1996 from the date of judgment
- (4) Such further or other relief as the Court deems fit
- (5) Costs



If, within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$6,062.95 (including interest and costs, namely:-

Principal	CI\$4,149.55
Interest to 16.8.96	CI\$ 713.40
Costs to 16.8.96	CI\$1,200.00
TOTAL AMOUNT CLAIMED	CI\$6,062.95



further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney.

DATED this ^{19th} 18th day of August 1996.

Ritch & Conolly
RITCH & CONOLLY
Attorneys-at-Law for
the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant
Budget Homes Ltd.
P.O. Box 206,
Grand Cayman.
Attn: Antonio Hawkins

For Personal Service



Filed by Messrs Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said attorneys-at-law, P.O. Box 1994, 3rd Floor, Royal Bank of Canada Building, George Town, Grand Cayman.