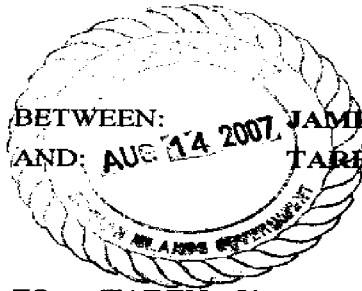


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 354 OF 2007



BETWEEN: JAMES ANTHONY BODDEN
AND: TARENA VANESSA CHRISTIAN

PLAINTIFF
DEFENDANT

AMENDED WRIT OF SUMMONS

TO: TARENA VANESSA CHRISTIAN
C/o Cayman Islands Monetary Authority
Elizabethan Square
George Town, Grand Cayman
Tel: 244-1592

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 495, 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 13th day of August, 2007
Re-issued this 14th day of August, 2007

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 Defendant is the legal owner of the house and land described as Registration Section West Bay North West, Block 4B, Parcel 555 ("the Property"). The Plaintiff is the ex-fiance of the Defendant.
2. The Plaintiff used his own money to build the said house and is therefore the equitable and rightful owner of the Property.
3. Sometimes in the early part of January, 2004, the Plaintiff gave the Defendant the sum of CI\$36,000.00 to purchase a piece of land for him in his name. The Plaintiff verbally instructed the Defendant that she should complete the paper work and have the property transferred in his name.
4. The Defendant took the Plaintiff's money and paid for the land and on 22nd January, 2004 she had the land transferred in her sole name contrary to the Plaintiff's instructions. The Plaintiff trusted the Defendant that she would do what was right and put the land in his name. The Plaintiff did not appreciate the fact that he had to sign the land transfer instrument in order for the property to be registered in his name and the Defendant never explain the procedure to the Plaintiff. At all material times the Plaintiff was of the belief that the Defendant had carried out his instructions and had the land registered in his name.
5. On the belief that he was the legal owner of the said property, the Plaintiff engaged the services of contractors, masons, electricians, plumbers and other construction workers to build a 2 bedroom, 2 bath home on the said property. All monies were paid by the Plaintiff with no assistance whatsoever from the Defendant. The Plaintiff purchased building materials himself from various hardware stores on the Island and in Miami. The contractors and other workers were paid for labour only.

6. That the Plaintiff gave the Defendant C\$2,500.00 cash to pay for the architectural drawings for the house and she paid the architect and received a receipt in her name instead of in the name of the Plaintiff.
7. That on 22nd April 2004, the Defendant borrowed C\$10,000.00 from the Royal Bank of Canada unbeknown to the Plaintiff. The Plaintiff does not know what the money was used for and will deny any suggestion that the money was used to build the house. The Plaintiff will put the Defendant to strict proof as to why a Charge of C\$10,000.00 was registered against the Property and how the C\$10,000.00 was spent.
8. That on or about October, 2006, the Defendant borrowed a further C\$129,000.00 from the Royal Bank of Canada and caused a Further Charge to be registered against the said home. The Plaintiff accepts that some of this money went towards completing the house but denies that all of the C\$129,000.00 was spent on completing the house. The Plaintiff will say that the Defendant used at least C\$30,000.00 of that money to pay off her personal loans at the Royal Bank. The Plaintiff will put the Defendant to strict proof as to how the C\$129,000 was spent.
9. That the Plaintiff has spent over C\$300,000.00 of his own money to build the house and on that basis is entitled to become the legal owner. The current value of the Property is approximately C\$430,000.00.
10. That after the house was completed the Plaintiff and the Defendant moved into it and lived as man and wife. They both shared the expenses and the Plaintiff gave the Defendant money each month to pay the mortgage and utility bills.

11. That the relationship broke down and in April, 2007, the Defendant moved out of the home and the Plaintiff remained and continued to live there until the Defendant had the Police remove the Plaintiff claiming that the house is registered in her name only and that the house belongs to her.
12. The Plaintiff claims interest pursuant to the Judicature Law on all sums due and owing.

AND THE PLAINTIFF claims:

1. The sum of CI\$430,000.00
- ~~1.~~ 2. Alternatively, That the Defendant transfers the Property into the sole name of the Plaintiff;
2. 3. Pre-Judgment and Post-Judgment Interest;
- ~~3.~~ 4. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount of CI\$435,000.00 claimed including interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.

Dated this 13th day of August, 2007

Re-dated this 14th day of August, 2007



Facey-Clarke & Associates
Attorneys-at-Law for the Plaintiff

This Writ of Summons was filed by Facey-Clarke & Associates, Attorneys-at-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, Ground Floor, Unit 119, Elizabethan Square, George Town, Grand Cayman