

IN THE GRAND COURT OF THE CAYMAN ISLANDS HOLDEN AT
GEORGE TOWN, GRAND CAYMAN.

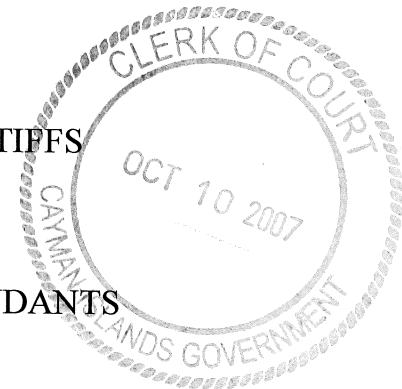
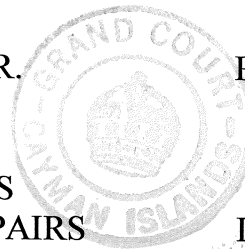
CAUSE NO ⁰⁴⁷⁶ OF 2007

BETWEEN: LINDA SANCHEZ
EDUARDO SANCHEZ JR.

PLAINTIFFS

AND: ANDRES E. DOUGLAS
TRADING AS DOUGLAS
CONSTRUCTION & REPAIRS

DEFENDANTS



WRIT OF SUMMONS

TO: Andres E. Douglas,
Trading as Douglas
Construction and Repairs,
P.O. Box 93 Hell,
Grand Cayman,
Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiffs in respect of the claim set in the Statement of Claim.

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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement 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 10th day of Oct, 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 month) 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.

**This WRIT OF SUMMONS was FILED by A. STEVE MCFIELD & ASSOCIATES,
Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of the their
said Attorneys. P.O. Box 680 GT, Grand Cayman, Cayman Islands.**

6. The Plaintiffs and the Defendants agreed that the cost to do the Extra work by the Defendant as varied was the Sum of CI\$ 84,053:98 thus bringing the total agreed price for the Re-Construction and Repairs of the House to the Sum of CI\$ 205,000:00.
7. Time is of the Essence is a term of the Said Agreement between the Plaintiffs and the Defendants. Pursuant to the Said Agreement and Subsequent variation the Plaintiffs Advanced the Defendants the Sum of CI\$ 113,984:60.
8. The Re-Construction and Repairs of the Said House by the Defendant were to be completed on or by the 30th July 2007. The Defendants failed to complete the works as they stated and agreed .
9. On or in the first week of August 2007, the Defendants approached the Plaintiffs and Requested the Plaintiffs to enter into an Agreement between the Defendants and a United States Company called Most Limited to do the Said Re-Construction and Repairs that the Defendants had agreed with the Plaintiffs to do. The Plaintiffs refused to Enter into that Agreement between the Defendants and Most Limited. The Defendants has informed the Plaintiffs that he does not have the funds to continue the Said works notwithstanding that the Defendants have been paid CI\$ 113,984:60 by the Plaintiffs:
10. The Defendants in Breach of their Agreements with the Plaintiffs have abandoned the said work site at Elizabeth Street in West Bay in Breach of their Agreements between themselves and the Plaintiffs.
11. The works completed by the Defendants at the Plaintiffs Said Work site amounts to the Sum of CI\$ 50,700:00. The Defendants have, in Breach of the Said Agreements unlawfully and fraudently retained the Sum of CI\$ 63,984:60 from the Plaintiffs deposit of CI\$ 113,984:00.

Particulars of Fraud

- a) The Defendants knew the Plaintiffs desire to get the Said House repairs set out to keep the Sum of CI\$ 63,984:60. thus depriving the Plaintiff of that Sum.
- b) The Defendants signed the Said Agreements falsely representing to the Plaintiffs that they would complete the Said Works.

- c) The Defendants with intention of inducing the Plaintiffs into signing the Said Agreements falsely and fraudently Represented to the Plaintiffs that they were competent, and able to do the Said Work.
12. The Defendants said Breach of Contract caused the Plaintiffs to suffer lost and Damage.

Particulars of loss and damage.

- a) The Defendants failure to do the work as contracted for resulted in the lost of the Sum of CI\$ 63,984:60 retained by the Defendants.
- b) The Defendants failure to complete the works will cause the Plaintiffs to pay the addition al cost of CI\$ 32,500:00 to complete the Said Works.

The Plaintiffs Thefore Claims:

- a) The Sum of CI\$ 63,984:60
b) The Sum of CI\$ 32,500:00
c) Damage For Fraud
d) Damages For Breach of Contract
e) Cost
f) Such Further or other Relief as this Honourable Court deems Just

DATED this 10th day of October 2007



A. Steve McField & Associates
Attorneys-at-Law For the Plaintiff

This STATEMENT OF CLAIMS was FILED by A. STEVE MCFIELD & ASSOCIATES, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of the their said Attorneys. P.O. Box 680 GT, Grand Cayman, Cayman Islands.

[Defendant in person]

Address for service:

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 principal office.

Please complete overleaf

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

A.Steve McField & Associates
Attorneys-at Law
P.O. Box 680 GT,
George Town, Grand Cayman

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