

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

CAUSE NO: 168 OF 1998

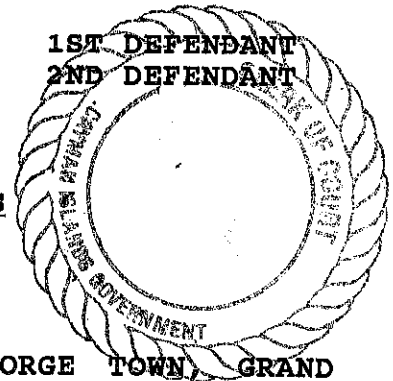
BETWEEN: KARIN JANZ
BALDUR JANZ



PLAINTIFFS

AND: WOODTECH DESIGN AND DEVELOPMENT LTD
MERRIL WOOD

1ST DEFENDANT
2ND DEFENDANT



ENDORSED WRIT OF SUMMONS

TO: WOODTECH DESIGN AND DEVELOPMENT, GEORGE TOWN, GRAND CAYMAN, CAYMAN ISLANDS

AND TO: MERRIL WOOD, 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

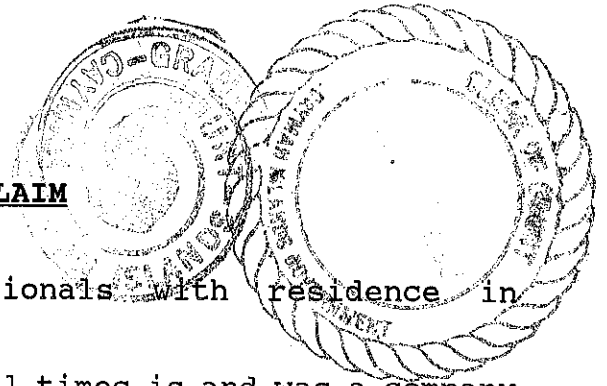
Issued this 6th day of March 1998

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 the order of the court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM



1. The Plaintiffs are German Nationals with residence in Markdorf, Germany.
2. The First Defendant at all material times is and was a company registered under the laws of the Cayman Islands and carrying on business as contractors in the Cayman Islands.
3. The Second Defendant is and was at all material times the director and or agent and or alter ego of the First Defendant, and or the First Defendant carried on its work by or through him.
4. On or about the 13th day of September 1995, the Plaintiffs entered into an written agreement with the First Defendant to build a dwelling house on their land, Block 22D, Parcel 187, at Prospect, Grand Cayman.
5. It was a term of the said agreement that the First Defendant would have begun construction on the 15th day of September 1995 and would complete the construction of the said house on the 15th day of February 1996. It was a further term of the said agreement that the First Defendant would have payments made to it on signing of the agreement and further payments as the work progressed until completion.
6. On or about the 20th September 1995, the Second Defendant withdrew the sum of CI\$ 23,334.21 from the Plaintiffs' account at First Cayman Bank, West Bay Road, Grand Cayman, from the Plaintiffs' account set up for the purpose of making scheduled payments to the First Defendant as the work progressed, even though no construction was commenced.
7. On or about the 6th November 1995, the Second Defendant withdrew a further CI\$ 31,111.28 from the said account without the lawful authority of the Plaintiffs and in breach of the said agreement, as no work had commenced.
8. On or about December 1995, the Plaintiffs visited the Cayman Islands and discovered that no construction on their said house had commenced, even though the said aforementioned sums were withdrawn from their account. The Plaintiffs then gave the First and Second Defendants further time until May 1996, to complete the said house and the Defendants promised to do so.
9. In or about March 1996, the Plaintiffs discovered that the First Defendant still had not began construction on their house. The Plaintiffs then informed the Defendants that the said agreement was terminated and demanded the refund of their

monies received by the Defendants.

10. On or about the 5th May 1996, the Second Defendant agreed to repay the Plaintiffs the sum of CI\$ 54,445.49, representing the total unauthorized amounts withdrawn from the Plaintiffs' said account in breach of the said agreements. To date the Plaintiffs have not received any payments from the Defendants.
11. By reasons of the matters aforesaid, the Defendants are jointly and severally liable to the Plaintiffs for the said amount of CI\$ 54,445.49.

AND THE PLAINTIFFS CLAIM AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY:

1. The sum of CI\$ 54,445.49
2. Interest on the said amount at the rate of 8 3/8% per annum from the 6th November 1996 to date of payment.
3. The sum of CI\$ 4000.00 representing the Plaintiffs cost and expense.
4. Cost and attorneys fees.
5. Further and other relief.

DATED this *7th* day of *January* 1998.



A STEVE MCFIELD & ASSOCIATES
Attorneys-at-Law for the Plaintiffs.

TO: The Clerk of the Courts
AND TO: The Defendants
Grand Cayman

FILED BY A STEVE MCFIELD & ASSOCIATES, Attorneys-at-Law for and on behalf of the Plaintiffs whose address for service is that of their said attorney, P O Box 680, Mary Street, George Town, Grand Cayman, Cayman Islands.

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

CAUSE NO: CF 1998

BETWEEN: KARIN JANZ
BALDUR JANZ

PLAINTIFFS

AND: WOODTECH DESIGN AND DEVELOPMENT LTD
MERRIL WOOD

1ST DEFENDANT
2ND DEFENDANT

ACKNOWLEDGEMENT OF SERVICE
OF ENDORSED WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form **IMMEDIATELY**.

Important. Read the accompanying directions and notes for guidance 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 entered against a Defendant whereby he may have to 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 Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate option).

Yes _____ No _____

Service of the Endorsed Writ of Summons is acknowledged accordingly

(Signed).....

(Attorney) for

(Defendant in person)

Address for service:

Notes on 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 principle office.

**A STEVE McFIELD & ASSOCIATES
Attorneys-at-Law for the
Plaintiff/Applicant**

**Attorneys-at-Law for the
Respondent**

FILED BY: A Steve McField & Associates, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is that of their said attorney, P O Box 680, Mary Street, George Town, Grand Cayman, Cayman Islands, B.W.I.