

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 431 OF 1998

BETWEEN : HARBOUR HOUSE MARINA & YATCH CLUB LTD. PLAINTIFF

AND: DAVID SCOTT DEFENDANT

WRIT OF SUMMONS

**TO: DAVID SCOTT
OMEGA BAY, PROSPECT
(P.O. BOX 134, 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 Acknowledgement 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 15th day of July 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 order of the Court.

IMPORTANT

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



STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a company incorporated in the Cayman Islands and, inter alia, a supplier of marine materials and equipment.
2. The Defendant is a self employed boat builder who resides in Omega Bay, Grand Cayman.
3. Between the months of March and April 1997 the Plaintiff supplied to the Defendant marine fiberglass materials and supplies to a value of CI\$4,924.69.

PARTICULARS

Invoice number - 18843	\$1,782.79
Invoice number - 19035	\$2,022.45
Invoice number -19129	<u>\$1,150.05</u>
	\$4,955.29
<u>Less credit note number 7068</u>	<u>\$ 30.60</u>
	<u>\$4,924.69</u>

4. On or about 25th June 1997 the Defendant paid to the Plaintiff the sum of \$700.00 leaving a balance due and payable by the Defendant to the Plaintiff of \$4,224.69.
5. Despite demand, the Defendant has failed, refused and/or neglected to pay to the Plaintiff the said sum of \$4,224.69.
6. The Plaintiff is entitled to and claims interest on the said sum of \$4,224.69 pursuant to section 34 of the Judicature Law (1995 Revision).

WHEREFORE THE PLAINTIFF CLAIMS:-

1. Judgement against the Defendant in the sum of CI\$4,224.69.
2. Pre and post judgement interest on such sum at the rate of 7.875% per annum from the date hereof until payment being CI\$0.91 per day.
3. Further and and/or other relief.
4. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$4,224.69 and CI\$500.00 in respect of costs and fees further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

DATED: 15th July 1998

Bruce Campbell & Co
BRUCE CAMPBELL & CO.
Attorneys-at-Law
for the Plaintiff