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CAUSE NO: <sup>104</sup> OF 2001

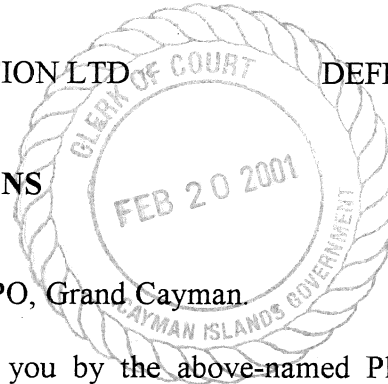
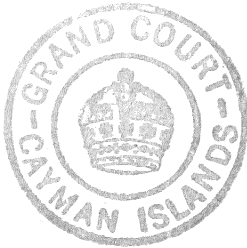
IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

MASSIVE EQUIPMENT RENTAL AND SALES LIMITED      PLAINTIFF

AND

CAMPBELL'S CONSTRUCTION LTD      DEFENDANT



**WRIT OF SUMMONS**

TO: Campbell's Construction Ltd of PO Box 10156 APO, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out 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, PO 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 of Service 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 20<sup>th</sup> day of February, 2001

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.

*Nitch & Conolly*

**IMPORTANT**

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

## STATEMENT OF CLAIM

The Plaintiff's claim is for the sum of C\$8,650.93 for the cost of equipment rented by the Plaintiff to the Defendant in accordance with the Plaintiff's terms and conditions.

### PARTICULARS

	<b>Date</b>	<b>Invoice</b>	<b>Description</b>	<b>Amount C\$</b>
1.	31.08.00	1-000221-06	1 Mixer, 9 cu. ft. Diesel	542.50
2.	30.09.00	1-000221-07	1 Mixer, 9 cu. ft. Diesel	542.50
3.	16.10.00	1-001734-02	1 Saw, Cut Off 12" Gas 3 Blade, 12" x 20mm, Concrete	420.83
4.	17.10.00	1-001946-01	5 Blade, 12" x 20mm, Concrete	50.00
5.	31.10.00	1-000221-08	1 Mixer, 9 cu. ft. Diesel	542.50
6.	31.10.00	1-002003-02	6 Props, 7' - 11' Extension Sc.	24.00
7.	31.10.00	1-002096-02	1 Saw, Cut Off 12" Gas	542.50
8.	16.11.00	1-001831-04	27 Frames 5' x 5' 26 Frames 5' x 5' 97 Frames 5' x 5' 17 Braces for 5' x 5' 28 Braces for 5' x 5' 105 Braces for 5' x 5'	4,218.60
9.	29.11.00	1-000221-09	1 Mixer, 9 cu. ft. Diesel	542.50
10.	30.11.00	1-002499-01	Gas Cut Off/Stolen Saw	950.00
11.	17.01.00	1-002950-01	Miscellaneous Legal Collection Fees	275.00
<b>Total:</b>				<b>8,650.93</b>

Further the Plaintiff is entitled to and claims interest on the said sums in accordance with the contract entered into between the parties in terms that the Defendant agrees to pay a late payment penalty at the rate of one and one half (1½%) per cent per month on all delinquent accounts. In the circumstances, the Plaintiff claims interest at the rate of 18% per annum from the dates on which the invoices for the said rented goods became due and payable, until the date of the issue of this Writ and calculated as above.

**362.01**

**Total of Claim: C\$9,012.94**

And further the Plaintiff claims contractual interest under the above mentioned terms at the rate of C\$4.266212 per day from the date of the issue of this Writ until judgement or sooner payment.

AND THE PLAINTIFF claims:

1. CI\$8,650.93 as the cost of equipment rented
2. CI\$362.01 contractual interest to the date of the issue of this Writ
3. Further interest at the daily rate of CI\$4.266212
4. Fixed costs of CI\$300.00

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$9,012.94 and CI\$300.00 for fees and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 20<sup>th</sup> day of February 2001

Ritch & Conolly.  
*Signature of the Attorneys for the Plaintiff*