

CAUSE NO: 188 OF 2001

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

SCOTT DEVELOPMENT CO LTD

PLAINTIFF

AND

MERRILL WOOD

DEFENDANT

WRIT OF SUMMONS

TO: Merrill Wood of PO Box 864 GT, Grand Cayman

THIS WRIT OF SUMMONS has been served 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, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

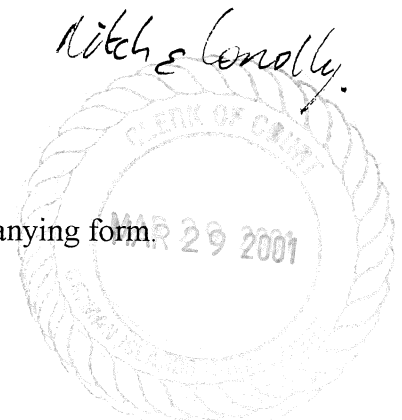
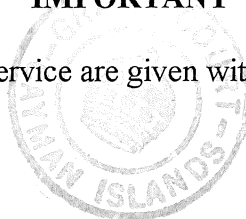
If you fail to satisfy the claim or to return the Acknowledgement of Service within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 28th day of March 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.

IMPORTANT

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



STATEMENT OF CLAIM

The Plaintiff's claim is for the sum of CI\$11,667.00 for the cost of goods and materials supplied by the Plaintiff to the Defendant in accordance with the Defendant's request.

PARTICULARS

	Date	Invoice	Description		Amount CIS
1.	27.1.2000	10035	32 yards 6 bag mix concrete	4,800.00	
			14 yards 3/8" crushed rock	546.00	
			26.5 yards 6 bag mix concrete	3,975.00	
			14 yards 3/8" crushed rock	546.00	
					<u>9,867.00</u>
2.	8.2.2000	10087	12 yards 6 bag mix concrete		1,800.00
				Total:	11,667.00

Further, the Plaintiff is entitled to and claims interest on the said sums in accordance with the provisions of the Judicature Law (Revised) and the Judgement Debts (Rates of Interest) Rules at the prescribed rate or at such other rate as may be prescribed. In the circumstances, the Plaintiff claims interest at the rate of 8% per annum from the dates on which the invoices for the said goods became due and payable, until the date of the issue of this Writ and calculated as above.

Interest: 1,079.50

Total of Claim: CI\$12,746.50

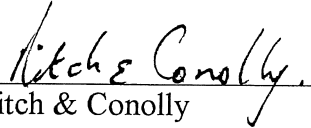
And further the Plaintiff claims contractual interest under the above mentioned terms at the rate of CI\$2.55715 per day from the date of the issue of this Writ until judgement or sooner payment.

AND THE PLAINTIFF claims:

1. CI\$11,667.00 as the cost of goods and materials delivered to the Defendant
2. CI\$1,079.50 statutory interest to the date of the issue of this Writ
3. Further interest at the daily rate of CI\$2.55715
4. Fixed costs of CI\$312.00

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$12,746.50 and CI\$312.00 for fees and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

Dated this 28th day of March 2001


Ritch & Conolly
Attorneys for the Plaintiff