

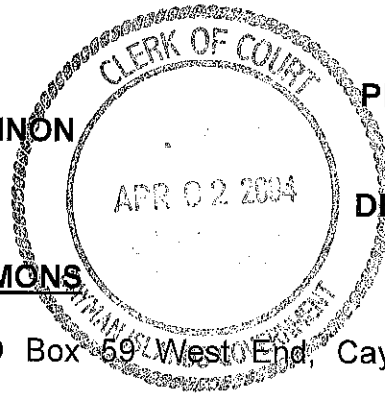
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IN THE GRAND COURT OF THE CAYMAN ISLANDS

172
CAUSE N°: OF 2004

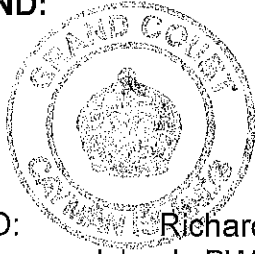
BETWEEN: COX LUMBER CO

AND: RICHARD DALE MCELHANNON



PLAINTIFF

DEFENDANT



WRIT OF SUMMONS

TO: Richard Dale McElhannon of PO Box 59 West End, Cayman Brac, Cayman Islands BWI

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the following pages.

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 495GT, 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 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 1st day of April 2004.


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.

THE PLAINTIFF'S claim against the Defendant:

1. The sum of US\$29,678.71 due from the Defendant to the Plaintiff pursuant to a contract made in writing on 25 February 2003 between the Plaintiff and the Defendant ("the Settlement Agreement").
2. Continuing interest from the date of the Writ, in accordance with the Settlement Agreement on the sum of US\$28,793.41 at the rate of 18% per annum, compounded monthly until payment.
3. In the alternative to (2) above, interest pursuant to section 34 of the Judicature Law (2002 Revision) at such rates and on such sums and for such periods as to the Court shall seem just.
4. Specific performance by the Defendant of the Settlement Agreement.
5. An Order that the Defendant do deliver up forthwith to the Plaintiff the Land Certificate relating to the property known as parcel 58 of block 105A in Cayman Brac, Cayman Islands ("the Property").
6. In the alternative to 5, an Order that the Defendant do forthwith swear and send to the Plaintiff the affidavit in support of an application to the Registrar of Lands for a new Land Certificate for the Property, a draft of which was served on the Defendant on or about 17 March 2004.
7. An Order that the Defendant do all and any further acts reasonably required to give effect to the terms of the Settlement Agreement and an Order for all necessary directions, accounts and inquiries relating thereto.
8. An Order that the Defendant do forthwith deliver up possession of the Property to the Plaintiff.
9. Further or other relief.
10. Costs.



Truman Bodden & Company
Attorneys-at-law for the Plaintiff

THIS WRIT was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is 5th Floor, Anderson Square Building, PO Box 866GT, George Town, Grand Cayman, British West Indies (reference PWJ), Attorneys for the Plaintiff, Cox Lumber Co of PO Box 244GT, Grand Cayman, Cayman Islands, BWI.