

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL JURISDICTION

CAUSE NO. <sup>423</sup> OF 1995

Between:

FINE SANDS LTD.

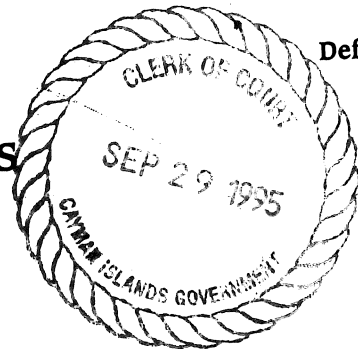
Plaintiff

-and-

ANNIE WILLIAMS

Defendant

WRIT OF SUMMONS



To: Annie Williams  
P.O. Box 123, N.S.  
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 fourteen (14) days after the service of this Writ, including the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, G.T., 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 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 21<sup>st</sup> day of September, 1995.

NOTE - This Writ may not be served later than four (4) calendar months (or, if leave is required to effect service out of the jurisdiction, six (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

1. The Plaintiff was, at all material times, the owner of units #201-211 at the Coral Caymanian a hotel and residential complex located on Seven Mile Beach, George Town, Grand Cayman.
2. The Defendant was at all material times the manager of the Coral Caymanian.
3. The Defendant was responsible for collecting the rents from the rental of units 201-211 at the Coral Caymanian and turning them over to the Plaintiff.
4. On or about the 1st week of August, 1995, one of the principals of the Plaintiff, Mrs. Ida Brown, discovered that all of the rental monies from Coral Caymanian had not been turned over by the defendant to the Plaintiff.
5. Mrs. Brown discussed the rental income deficiency with the Defendant and verified that the sum of CI\$19,301.00 had been paid by the tenants to the Defendant, and not remitted to the Plaintiff.
6. Mrs. Brown has demanded the sum of CI\$19,301.00 from the Defendant, and the Defendant has refused to turn it over.
7. The Defendant has not paid the sum of CI\$19,301.00 to the Plaintiff. The Plaintiff has permitted certain set offs to this sum leaving an outstanding balance due and owing by the Defendant to the Plaintiff of \$17,595 .05.
8. The Defendant refusing to pay over the balance of the rents collected from the tenants to the Plaintiff. The Defendant has wrongfully taken the funds of the Plaintiff and thereby caused the Plaintiff loss and damage.
9. In the alternative, the defendant has wrongfully and without authority converted the monies belonging to the Plaintiff to her own use, and thereby deprived the Plaintiff of the benefit thereof, causing the Plaintiff loss and damage.
10. Further the Plaintiff claims pre-judgment and post-judgment interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 at the rate of 8<sup>3</sup>/<sub>8</sub>% on the said sum of \$17,595.05 from the 17th day of August, 1995, until date of Judgment and thereafter from date of service of Judgment or order, or for such rate and for such period as the Court thinks fit.



**AND THE PLAINTIFF CLAIMS:**

- (1) The sum of CI\$\$17,595.05 being the indebted amount.
- (2) Interest as aforesaid in such rate and for such amount as the Court thinks fit.
- (3) Such further and other relief as may be just.
- (4) Costs.

Dated this <sup>th</sup>29 day of September, 1995.

*Collins Broadhurst & Furniss*  
Collins Broadhurst & Furniss  
Attorneys-at-Law for the  
Plaintiff herein



THIS WRIT AND STATEMENT OF CLAIM WAS ISSUED BY COLLINS BROADHURST & FURNISS, ATTORNEYS-AT-LAW FOR THE PLAINTIFF HEREIN, WHOSE ADDRESS FOR SERVICE IS ELIZABETHAN SQUARE, P.O. BOX 2503, GEORGE TOWN, GRAND CAYMAN.