

IN THE GRAND COURT OF THE CAYMAN ISLANDS

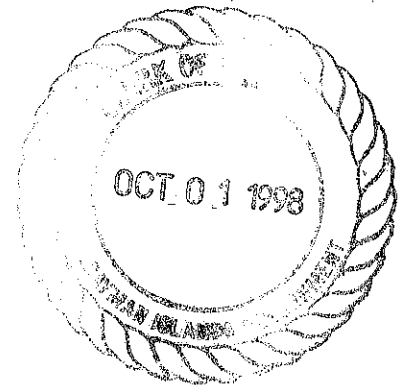
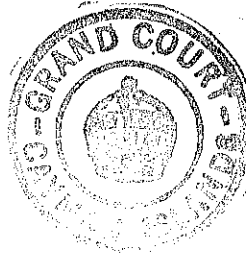
CAUSE NO. *606* OF 1998

BETWEEN: HARBOUR HOUSE MARINA PLAINTIFF
AND YACHT CLUB LTD

AND: TERRY FISHER DEFENDANT

WRIT OF SUMMONS

TO: Terry Fisher
c/o Sleep Inn Hotel
West Bay Road
(P O Box 30111 SMB)
Grand Cayman
Cayman Islands



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 495 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 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 day of October 1998

IMPORTANT

Directions for Acknowledgement of Services 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 boat repairer and supplier of marine materials and equipment.
2. The defendant is and was at all material times the owner of a boat named "Sir Turtle".
3. In and about the months of August and September 1994 the Plaintiff supplied to the Defendant marine materials and supplies and undertook certain repair work to the boat "Sir Turtle" at the request of the Defendant to a value of CI \$9,225.85:-

<u>Particulars:-</u>	
Invoice No.	11693 - \$ 934.70
"	11640 - \$ 174.85
"	11611 - \$1,029.75
"	11474 - \$6,340.40
"	11589 - <u>\$ 746.15</u>
	<u>\$ 9,225.85</u>

4. On our about 26th September 1994 the Defendant caused to be paid to the Plaintiff the sum of CI\$6,506.15 leaving a balance due and payable by the Defendant to the Plaintiff the sum of CI\$2,719.70.
5. Despite demand, the defendant has failed, refused and/or neglected to pay to the Plaintiff the sum of CI\$2,719.70.
6. The Plaintiff is entitled to and claims interest on the said sum of CI\$2,719.70 pursuant to section 34 of the Judicature Law(1995 Revision).

WHEREFORE THE PLAINTIFF CLAIMS

1. Judgement against the Defendant in the sum of CI \$2,719.70.
2. Pre and post judgement interest on such sum at the rate of 7.5% per annum from 1st November 1994 to 31st May 1995; 8.375% per annum from 1st June 1995 to 31st January


1998; and 7.875 % per annum from 1st February 1998 to 30th September 1998 and continuing at the daily rate of CI\$ 0.58 until payment.

3. Further and/or other relief.

4. Costs.

If, within the time for returning the acknowledgement of service, the Defendant pays the total amount claimed of CI\$2,719.70; and CI\$411.58 being interest from 1st November 1994 to 30th September 1998; and CI\$600.00 in respect of costs and fees for a total of CI\$ 3,721.28. Further proceedings will be stayed. The money must be paid to the Plaintiff or his attorneys.

Dated this 1st day of October 1998.


BRUCE CAMPBELL & CO
Attorneys-at-Law
for the Plaintiff