

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *449* OF 1999

BETWEEN:

PHOENIX LTD

PLAINTIFF

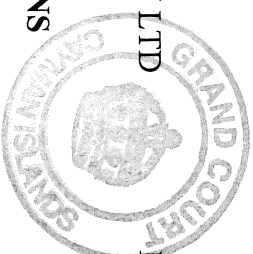
AND

BYTR CORPORATION LTD

DEFENDANT



**WRIT OF SUMMONS**



TO: BYTR Corporation Ltd of and whose registered office is at PO Box 822GT, Third Floor, Caribbean Home Insurance Building, Mary Street, George Town, Grand Cayman, BWI

**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 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 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

*26<sup>th</sup>*

day of *July* 1999

*K. Lovell*

**NOTE:** This Writ may not be served later than 4 calendar 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. By an agreement made in writing on 3 March 1998 between the Plaintiff and the Defendant it was agreed that the Defendant would pay to the Plaintiff a fee determined by calculating the overheads incurred by the Plaintiff plus 10% profit on all labour costs, material costs and invoices received from subcontractors and paid for by the Plaintiff.
2. The Plaintiff paid overheads, labour costs and material costs and also received invoices from subcontractors. The Plaintiff then raised invoices for payment by the Defendant in that regard.

### PARTICULARS:

Date	Invoice	CIS
5 March 1998	3035	9,147.73
18 March 1998	3036	5,539.53
7 April 1998	3052	<u>1,420.54</u>
		16,107.80

3. By a demand in writing made on 23 June 1999 the Plaintiff by it's attorneys, Messrs. Ritch and Conolly, requested from the Defendant C1\$16,107.80, the Defendant having made default in payment. As at the date hereof no payment has been made by the Defendant.
4. As of the date hereof the Defendant remains indebted to the Plaintiff in the principle sum of C1\$16,107.80 together with interest pursuant to Section 34 of The Judicature Law (1995 Revision) incurring thereon the rate of 7 7/8% to date amounting to C1\$1,753.30.
5. The Plaintiff further claims interest on the sum aforesaid from the date hereof until judgement or sooner payment of at the daily rate of 7 7/8%

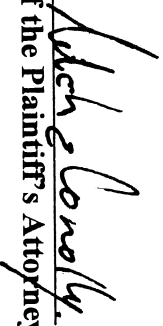
And the Plaintiff claims

1. The said sum of C1\$16,107.80
2. Interest to date of C1\$1,753.30
3. Continuing interest pursuant to Section 34 of The Judicature Law (1995 Revision)
4. Costs

DATED this 26<sup>#</sup> day of July 1999

*Ms Conolly*

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of C/\$18,461.10 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.

  
Signature of the Plaintiff's Attorneys

This Writ was issued by Messrs. Ritch & Conolly, Attorneys-at-Law for an on behalf of the Plaintiff herein whose address for service is PO Box 1994, 3<sup>rd</sup> Floor Royal Bank Building, George Town, Grand Cayman, B. W. I.