

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 523 OF 1999

BETWEEN:

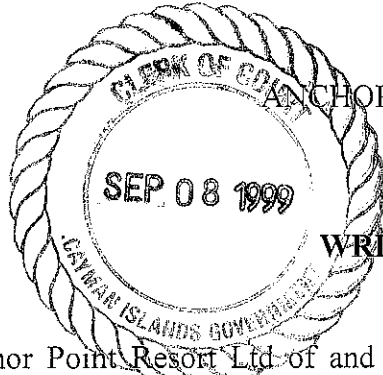
C A C ENGINEERING LTD

PLAINTIFF

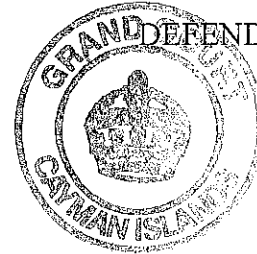
AND

ANCHOR POINT RESORT LTD

DEFENDANT



WRIT OF SUMMONS



TO: Anchor Point Resort Ltd of and whose registered office is at: PO Box 1234, CIBC Financial Centre, Grand Cayman, British West Indies.

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in respect of the claim set out 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 *7<sup>th</sup>* day of *September* 1999

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**

*Litch & Conolly*

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

## STATEMENT OF CLAIM

1. The Plaintiff's claim is for US\$9,938.63 for goods and services rendered by the Plaintiff to the Defendant in connection with work carried out at Barefoot Beach Gardens off Queens Highway, Grand Cayman and particularly the provision of the design and installation of a domestic water piping system.

### PARTICULARS

To goods sold and services provided by the Plaintiff to  
the Defendant the particulars of which exceed three folios. US\$9,938.63


2. By a demand in writing on 6 May 1999 the Plaintiff by its Attorneys Messrs. Ritch & Conolly, requested from the Defendant US\$9,938.63. As of the date hereof no payment has been made by the Defendant.
3. Further, the Plaintiff is entitled to and claims interest on the said sum of US\$9,938.63 pursuant to Section 34 of the Judicature Law (1995 Revision) incurring thereon at the rate of 7 7/8 % from 26 November 1997 until the date of the issue of this Writ and calculated in the sum of US\$1,380.52.
4. The Plaintiff claims further interest on the sum aforesaid from the date hereof until judgement or sooner payment at the daily rate of 7 7/8 % in the sum of US\$2.12.

AND THE PLAINTIFF claims:

1. The said sum of US\$9,938.63
2. Interest to date of US\$1,380.52
3. Continuing interest pursuant to Section 34 of the Judicature Law (1995 Revision)
4. Costs

Dated this 7<sup>th</sup> day of September 1999

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed and US\$304.88 fixed costs and the prescribed fee of US\$121.95 further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

  
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**RITCH & CONOLLY**  
as Attorneys for the Plaintiff