

Fees Paid. \$150.00  
Receipt No. 157/38  
Date 25/3/02

IN THE GRAND COURT OF THE CAYMAN ISLANDS

218  
CAUSE NO.: OF 2002 ✓

BETWEEN: THE PROPRIETORS OF STRATA PLAN NO 56

PLAINTIFF

AND: TURTLECO LTD

DEFENDANT



WRIT OF SUMMONS

TO: Turtleco Ltd  
Campbell Corporate Services Ltd  
PO Box 268GT  
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 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 25<sup>th</sup> day of March 2002.

**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.

## STATEMENT OF CLAIM

1. The Plaintiff is a Strata Corporation incorporated in the Cayman Islands under the Strata Titles Registration Law 1973.
2. The Defendant is a company incorporated in the Cayman Islands and has its registered office situated in the Cayman Islands.
3. The Defendant is the owner of Apartment #12 Sundowner, Block B, Block and Parcel No 10E 37H12, one of the strata lots over which the Plaintiff has control and responsibility pursuant to the Strata Titles Registration Law (1996 Revision) ("the Law").
4. The Plaintiff's claim against the Defendant is for the balance of the sums owed by the Defendant to the Plaintiff in respect of strata fees and interest thereon for Apartment #12 as set out on the following invoices rendered by the Plaintiff to the Defendant.

### Particulars

Date	Invoice No and Details	Amount due in CI\$
31/12/00	Balance brought forward – 4 <sup>th</sup> quarter 2000 maintenance fees and finance charges	837.77
01/01/01	#428 – 1 <sup>st</sup> quarter 2001 maintenance fees	771.92
13/02/01	#440 – buildings insurance 2001/2002	2,571.15
13/02/01	#FC31- finance charge	36.80
28/02/01	#453 – water charge 29/10/00-28/02/01	35.66
01/04/01	#466 – 2 <sup>nd</sup> quarter 2001 maintenance fees	771.92
13/06/01	#480 – water charge 28/02/01-31/05/01 and TV rental for 2001	584.60
04/08/01	#492 – 3 <sup>rd</sup> quarter 2001 maintenance fees	902.40
12/10/01	#508 – 4 <sup>th</sup> quarter 2001 maintenance fees	902.40
21/10/01	#FC32- finance charge	<u>191.02</u>

	Total:	7,605.64
	Less payment received	<u>4,100.00</u>
	Balance	3,505.64
15/01/02	#520 – 1 <sup>st</sup> quarter 2002 – Maintenance fees	902.40
17/01/02	#FC33- finance charge	161.32
23/01/02	#524 – water 09/10/01 – 23/01/02	62.42
23/02/02	#536 – buildings insurance for 2002	3,823.95
22/03/02	#544 - 2 <sup>nd</sup> quarter 2002 maintenance fees	902.40
	TV rental for 2002	<u>500.00</u>
	Total amount due from Defendant	<b><u>\$9,858.13</u></b>

5. Despite demands, including written demands from the Plaintiff's Attorneys, Truman Bodden & Co, the Defendant has failed to pay the sum of CI\$9,858.13 or any part thereof.
6. Pursuant to resolutions of the Plaintiff passed on 9 February 1985 and 11 January 1986, the Plaintiff is entitled to and claims interest at the rate of 20% per annum on all sums that remain outstanding 90 days after they fell due for payment to the Plaintiff. The Plaintiff is entitled to and claims interest as follows:

Particulars

On the sum of CI\$3,505.64 from 20 January 2002 (90 days after that sum fell due for payment) to 25 March 2002, the sum of CI\$122.94 and continuing interest at the daily rate of CI\$1.92 until judgment or sooner payment.


7. In the alternative, the Plaintiff is entitled to and claims interest pursuant to Section 34 of the Judicature Law at such rates and on such sums and for such periods as shall seem just to the Court.

AND THE PLAINTIFF CLAIMS:

- (1) The sum of CI\$9,858.13.
- (2) Interest on CI\$9,858.13 at the rate of 20% per annum from 20 January 2002 to 25 March 2002 in the sum of CI\$122.94.
- (3) Continuing interest as aforesaid from 25 March 2002 until judgment or sooner payment at the daily rate of CI\$1.92.

- (4) In the alternative to (2) and (3), interest as aforesaid at such rates and on such sums and for such periods as shall seem just to the Court.
- (5) Fixed costs in the sum of CI\$420, alternatively costs to be assessed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$10,401.07 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

  
Truman Bodden & Company  
Attorneys for the Plaintiff

**THIS WRIT** was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is 3<sup>rd</sup> Floor, Anderson Square Building, P.O. Box 866, George Town, Grand Cayman, British West Indies. (Ref: PWJ/0294).