

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

CAUSE NO. 580 OF 1998

BETWEEN:

IAN BOXALL & COMPANY (a firm)

Plaintiff

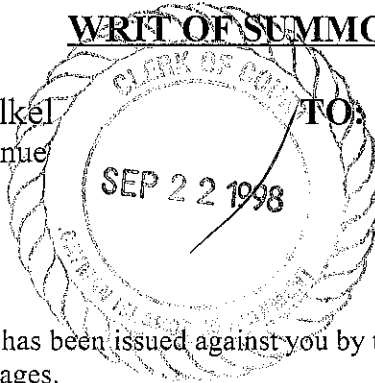
AND

(1) MATTHEW VOLKEL  
(2) DAVID KEEDY

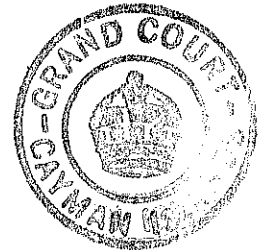
Defendants

**WRIT OF SUMMONS**

**TO:** Dr. Matthew Volkel  
7280 West N Avenue  
Kalamazoo  
Michigan 49009  
U.S.A



**TO:** Dr. David Keedy  
2621 Lyter Court  
Lexington  
Kentucky 40513  
U.S.A.



**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in respect of the claim set out on the following pages.

**WITHIN 28 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 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 of Service 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 22<sup>nd</sup> day of September 1998.

**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.

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CAUSE NO. 580 OF 1998

BETWEEN:

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Plaintiff

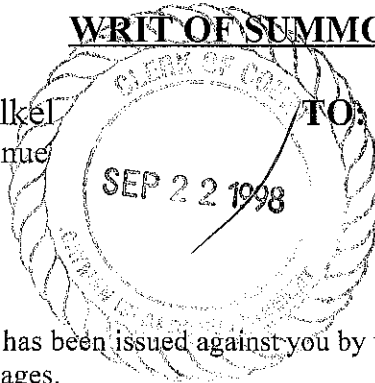
AND

(1) MATTHEW VOLKEL  
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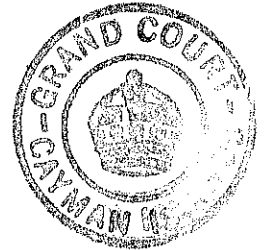
Defendants

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*Ian Boxall & Co. (a firm) v Volkel and Keedy*  
 22<sup>nd</sup> September 1998

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 STATEMENT OF CLAIM  
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1. The Plaintiff's claim is for the sum of C\$29,706.56 (US\$36,227.51) for professional legal services rendered to and for disbursements expended for and on behalf of the Defendants by agreement and at their request.

**Particulars**

To professional fees incurred and disbursements expended by the Plaintiff for and on behalf of the Defendants by agreement and at their request:

<b>Invoice No./ Payment</b>	<b>Date</b>	<b>Invoice Total CIS</b>	<b>CIS Payment/ CIS credit</b>	<b>CIS Due to Plaintiff from Defendants</b>
616	23 Jul 1997	9,693.97		9,693.97
813	24 Sep 1997	7,190.26		16,884.23
Payment	24 Sep 1997		2,009.00	14,875.23
Credit to invoice # 616	15 Oct 1997		481.92	14,393.31
Payment	12 Nov 1997		684.70	13,708.61
Payment	18 Nov 1997		4,100.00	9,608.61
1041	05 Dec 1997	9,595.37		19,203.98
Payment	30 Jan 1998		1,503.92	17,700.06
1198	04 Feb 1998	6,400.20		24,100.26
Payment	17 Feb 1998		410.00	23,690.26
1321	10 Mar 1998	3,641.50		27,331.76
1483	02 Apr 1998	1,139.00		28,470.76
1579	01 May 1998	765.00		29,235.76
1690	21 May 1998	<u>190.00</u>		29,425.76
<b>Totals</b>		38,615.30	<u>9,189.54</u>	
<b>Total Owing</b>				<b>29,425.76</b>

*Ian Boxall & Co. (a firm) v Volkel and Keedy*  
22<sup>nd</sup> September 1998

2. Further the Plaintiff is entitled to and claims interest on the said sum of CI\$29,425.76 under section 34 of the Judicature Law (1995 Revision) as set out below or at such rate and for such period as the Court may determine.

Particulars of Interest

1. Pre-Judgment Interest: The total debt as of 1<sup>st</sup> July 1998 was CI\$29,425.76. The Plaintiff claim interest on that sum from that date at the Court rate of 7.875% until the date hereof being CI\$527.05 and continuing at the daily rate of CI\$6.35 until Judgment or sooner payment.
2. Post-Judgment Interest: at the then-prevailing Court rate, on the principal sum of the judgment until payment in full.

AND THE PLAINTIFF CLAIMS:

- (1) CI\$29,425.76;
- (2) Interest as aforesaid;
- (3) Court fees paid to issue this Writ of CI\$294.26
- (4) Costs.

If within the time for returning the Acknowledgment of Service, the Defendants pay **the total amount claimed of CI\$30,747.07** (including interest to the date hereof of CI\$527.05, fixed costs of CI\$500.00 and the issue fees of CI\$294.26) further proceedings will be stayed. The money must be paid to the Plaintiff.

*Ian Boxall & Co.*

**Ian Boxall & Co.**

Dated this 22<sup>nd</sup> day of September 1998.