

IN THE GRAND COURT OF THE CAYMAN ISLANDS

In the Estate of Wayne Kirby - deceased.

CAUSE NO. 505 OF 2000

BETWEEN: NATIONAL CONCRETE LTD

AND: JEFFREY KAYDEN (as Executor
of the Estate of WAYNE KIRBY)



WRIT OF SUMMONS

To: Jeffrey Kayden,
Leedsburg, Vergina,
USA.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of a claim set out the next page.

Within fourteen (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, P.O.Box 495G, 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 the 20th day of June, 2000.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The plaintiff is a local company involved in the making and distribution of ready mixed concrete.
 2. By his will dated the 22rd March, 1988, the above-named Wayne Kirby appointed the defendant sole executor of his estate. Wayne Kirby died on the 17th October, 1999.
 3. Probate of the said will was granted out of this Honourable Court on the 21st January, 2000, vesting all the deceased estate in the defendant, he having first sworn well and faithfully to administer the same by paying the just debts of the deceased.
 4. The deceased, before his death, had an account with the plaintiff on which he obtained the following on credit:
 - i. On the 28th August, 1999 he obtained:-

a.	18 yards ready mixed concrete at \$149.95 per yard	= \$2,699.10
b.	Schwing pump charges	= \$ 450.00
c.	Overtime charges	= \$ 120.00
	sub-total	= \$3,269.10
 - ii. On the 2nd September, 1999 he obtained:-

a.	8 yards ready mixed concrete at \$149.95 per yard	= \$1,199.60
b.	Schwing pump charges	= \$ 450.00
	sub-total	= \$1,649.60
 - iii. On the 22nd September, 1999 her obtained:

a.	8.5 yards ready mixed concrete at \$149.95 per yard	= \$1,274.58
b.	Schwing pump charges	= \$ 450.00
c.	Overtime charges	= \$ 100.00
	sub-total	= \$1,824.58
- at a grand total charge of **\$6,743.28**, which he promised to pay at the end of October, 1999 but died before he could do so.
5. And as of the date of the issuance of this Writ, the defendant owes the plaintiff the principal sum of \$6,743.28.

6. In addition to the principal sum due as set out above, the plaintiff is entitled to interest from the dates of the delivery of the goods, the rate of interest being that established pursuant to the Judicature Law (1995 Revision). Interest of \$493.45 on the principal sum is also due as of the date of the issuance of this proceedings. The particulars of interest are set out in the schedule attached to the Statement of Claim.

AND the plaintiff claims:

1. CI\$6,743.28 principal as pleaded above
2. Pre-judgement and post- judgement interest upon the said principal pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as prescribed from time to time; and
3. Costs as taxed or agreed.

Dated this 20th June, 2000.



Neville W. Levy & Associates

INDORSEMENT

The amount claimed in respect of the debt is CI\$6,743.28 as principal and US\$472.82 as interest until the issue of the writ of summons for a total amount of \$493.45. The amount of the fixed costs is \$500.00 and the costs of issuing the writ of summons is \$150.00. If, within the time for returning the acknowledgement of service, the defendant **pays the plaintiff's attorneys-at-law** the total amount claimed in principal and interest, the fixed costs and the costs of issuing of the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff's attorneys-at-law at the Nevlaw Building, 180 Shedden Road.

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest on \$3,269.10 from 28th August 1999 to 31st March, 00 was 7 % per annum
- ii. The prescribed rate of interest on \$1,649.60 from 2nd September, 1999 to 31st March, 2000 was 7 % per annum.
- iii. The prescribed rate of interest on \$1,824.58 from 22nd September, 1999 to 31st March, 2000 was 7% per annum
- iv. The prescribed rate of interest on \$6,743.28 from 1/4/00 to 20th June, 2000 was 8% per annum
- v. The date from which interest accrues from the date of delivery of the goods
- vi. The total interest claimed as at the date of issuance of this Writ of Summons is \$493.45
- vii. The amount of interest accruing each day following the issue of this Writ is \$1.48.

Filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of the said Attorneys at the NevLaw Building, Shedden Road, P.O.Box 2178, Grand Cayman.

Schedule of Interest Calculated

1. Interest from 28/8/99 to 31/3/00	= \$3,269.10 x .07 x 297/365	= \$186.20
2. Interest from 2/9/99 to 31/3/00	= \$1,649.60 x .07 x 292/365	= \$ 92.37
3. Interest from 22/9/99 to 31/3/00	= \$1,824.58 x .07 x 272/365	= \$ 95.17
4. Interest from 1/4/00 to 20/6/00	= \$6,743.28 x .08 x 81/365	= \$119.71
	Total	= \$493.45

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2000.

BETWEEN: NATIONAL CONCRETE LTD. PLAINTIFF

AND: JEFFREY KAYDEN (as Administrator
of the Estate of Wayne Kirby) DEFENDANT

**ACKNOWLEDGEMENT OF
SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **this form may have to be returned.**

Delay may result in judgement being entered against a Defendant whereby they may have to pay the costs of applying to set it aside.

1. 1. Jeffrey Kayden
2. State whether the Defendant intends to contest the proceedings. (tick "yes" or "no")
3. State whether the Defendant intends to apply for a stay of execution judgement entered by the Plaintiff. (tick "yes")

Service of the Writ is acknowledged accordingly

Signed:

Attorney for Defendant

Defendant in person.

Address for service:

Notes on address for service

Attorney: Where the defendant is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A defendant may not act by a foreign Attorney.

Defendant in person: Where the defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Neville W. Levy & Associates
NevLaw Building,
Shedden Road George Town.
P.O. Box 2178.

Indorsement by Defendant's Attorneys (or by defendants if suing in person) of his name, address and reference , if any, below.