

IN THE GRAND COURT  
CAYMAN ISLANDS  
CAUSE NO. 360 OF 2001

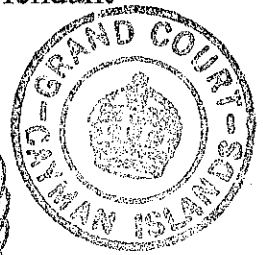


BETWEEN: NATIONAL CONCRETE LTD. Plaintiff

AND: MAC CONSTRUCTION LTD. (1) Defendant  
KENT McTAGGART (2) Defendant

**WRIT OF SUMMONS**

To: (1) Mac Constructions –10 Passadora Place, Smith Road.  
(2) Kent McTaggart – George Town



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

**Within** fourteen (14) days of 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 judgment may be entered against you forthwith without further notice.

Issued this 12<sup>th</sup> June, 2001.

**NOTE:** This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, within 6 months) beginning with the date of issue unless renewed by the order of the Court.

**IMPORTANT**

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

## STATEMENT OF CLAIM

1. The plaintiff is a local Company with a licence to sell ready mixed concrete
2. The (1) defendant is a local construction company.
3. The (2) defendant is a business-man who lives in Grand Cayman.
4. On the 13<sup>th</sup> November, 1998 the (1) defendant opened a line of credit to get ready mixed concrete from the plaintiff to be paid within 10 days after the receipt of each statement. The (2) defendant signed the agreement as guarantor to ensure that the plaintiff was paid.
5. In breach of the agreement the (1) defendant failed to pay invoices dated 6/11/99, 20/11/99 and 29/11/99 for ready mixed concrete in the amounts of \$1,766.00; \$2,012.50 and \$2,979.00 respectively and various demand proved futile.
6. By registered letter dated the 24<sup>th</sup> August, 2000, the plaintiff, through its Attorney-at-Law, demanded payment of the full amount of \$6,757.50 with interest of \$888.72 (at the agreed rate of 18% per annum) and further interest at a daily rate of \$3.33, within 10 days failing which legal action would be instituted against both defendants. A copy of the said letter was sent by registered post to the (2) defendant.
7. By letter dated the 9<sup>th</sup> August, 2000 the (2) defendant, following a telephone conversation, acknowledged the debt and promised to make regular payment of an unspecified amounts to the plaintiff's Attorney until the debt was paid off.
8. On the 15<sup>th</sup> September, 2000, the plaintiff's Attorneys received a cheque for \$500.00 from the (2) defendant towards the debt but since then, no further payments have been made and the plaintiff is now due the principal sum of \$6,257.50.
9. In addition to the principal sum set out above, the plaintiff is entitled to interest from the date of the 2<sup>nd</sup> November 2000 at the agreed rate of 18% per annum. Interest of **\$1,833.11** on the principal sum is also due as of the date of the issuance of these proceedings. The particulars of interest are set out in the schedule attached to the Statement of Claim.

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**Wherefore the plaintiff prays that the defendant be ordered to pay:**

1. The principal sum \$6,257.50
2. Pre-judgment and post judgment interest upon the said principal at the contracted rate of 18% per annum.

3. Costs to be taxed or agreed

Dated this 12<sup>th</sup> June, 2001

  
Neville W. Levy & Associates

**INDORSEMENT**

The amount claimed in respect of the debt is \$6,257.50 as principal and \$1,833.11 as interest until the issue of the Writ of Summons for a total of **\$8,090.61**. The amount of fixed costs is **\$500.00** and the cost of issuing this Writ of Summons is **\$150.00**. If within the time for returning the acknowledgement of service the defendants pay the plaintiff's attorneys-at-law the total amount claimed in principal and interest, the fixed 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**

The agreed rate of interest is 18% per annum

This Writ is filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Suite No.1, 180 Shedden Road, George Town, Grand Cayman, P.O. Box 2178. Ph. 949-5429.

**Schedule of Interest Calculated**

|   |                              |              |
|---|------------------------------|--------------|
| Interest on \$1,766.00 from 16/11/99 to 12/6/01 | = \$1,766.00 x .18 x 584/365 | = \$508.61   |
| Interest on \$2,012.50 from 20/11/99 to 12/6/01 | = \$2,012.50 x .18 x 570/365 | = \$565.70   |
| Interest on \$2,979.00 from 29/11/99 to 15/9/00 | = \$2,979.00 x .18 x 291/365 | = \$427.50   |
| Interest on \$2,479.00 from 16/9/00 to 12/6/01  | = \$2,479.00 x .18 x 271/365 | = \$331.30   |
| Total   |                              | = \$1,833.11 |

**And interest is accruing at \$3.09 per day.**

IN THE GRAND COURT  
CAYMAN ISLANDS

CAUSE NO. ~~360~~ 2001

BETWEEN: NATIONAL CONCRETE LTD. PLAINTIFF  
AND: MAX CONSTRUCTION LTD. (1) DEFENDANT  
KENT MCTAGGART (2) 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 judgment being entered against defendants whereby they may have to pay the costs of applying to set it aside.

- 1 Max Construction Ltd. & Kent McTaggart
- 2 State whether the Defendants intend to contest the proceedings. (tick "yes" or "no")
- 3 State whether the Defendants intend to apply for a stay of execution of judgment 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,  
180 Shedden Road,  
George Town.  
P. O. Box 2178.

Indorsement by defendant's Attorney (or by the defendant if suing in person) of his name, address and reference, if any, in the space below.