

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 130 OF 2004

BETWEEN NATIONAL CONCRETE LIMITED LTD. PLAINTIFF

AND HYMAN MULLINGS

DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: HYMAN MULLINGS

George Town
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 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 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 this 13th day of March 2004

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 was at all material times a Limited Liability Company engaged in the business of producing and selling concrete and other building material in addition to rental other building equipment in the Cayman Islands to contracted customers for a fee consideration.
2. The Defendant at all material times contracted with the Plaintiff for the Plaintiff to produce and supply to him concrete material as well as to rent to him various building equipment between the 15th August 2001 and the 13th December 2001.
3. That it was a term of the said contract that the Defendant would pay to the Plaintiff the associated costs in so supplying the said material and rental of the said building equipment.
4. That the Plaintiff duly supplied the contracted building material and rented building equipment to the Defendant and in accordance with the agreement between the parties presented its Invoices for payment to the Defendant on or about the 18th day of August 2001, 27th October 2001, the 13th day of December 2001 and the 31st day of March 2003, totalling the sum of CI\$10,542.00.
5. That despite demands from and on behalf of the Plaintiff to the Defendant he has failed to pay the said sum save and except for the sum of CI\$6,033.02 paid by him on or about the 26th day of May 2003, leaving a balance of CI\$4,508.98 due and owing to the Plaintiff.
6. That the said outstanding sum has not been paid and remains due and outstanding.
7. That as a result of the Defendant's breach the Plaintiff has sustained loss and damage.

Particulars

Sum due on 27 th October 2001 Invoice	CI\$ 1,187.98
Sum due on 13 th December 2001 Invoice	CI\$ 3,639.00
	CI\$ 4,508.98
Interest thereon to date of writ	CI\$ 425.26
Amount Due	CI\$ 4,934.24

STATEMENT REGARDING INTEREST

1. The rate of interest from 27th October 2001-30th November 2001 was 6.25% per annum.

2. The rate of interest from 1st December 2001 to 31st August 2003 was 4.5% per annum.
3. The rate of interest from 1st September 2003 to present is 3% per annum.
4. The amount of interest accruing each day following the issue of this Writ is CI\$0.37.
5. The amount of interest accruing prior to the issue of the Writ is CI\$425.26.

SCHEDULE OF INTEREST CALCULATED

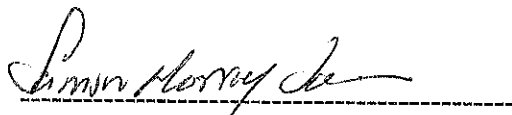
1. Interest on CI\$4,508.98 @ 6.25% p.a. from 27th October 2001 to 30th November 2001 = $CI\$4,508.98.00 \times .0625 \times 34/365 = \underline{CI\$2.54}$.
2. Interest on CI\$4,508.98 @ 4.50%p.a. from 1st December 2001 to 31st August 2003 = $CI\$4,508.98 \times .045 \times 639/365 = \underline{CI\$355.08}$
3. Interest on CI\$4,508.98 @ 3%p.a. from 1st September 2003 to 28th February 2004 = $CI\$4,508.98 \times .030 \times 181/365 = \underline{CI\$67.64}$

AND THE PLAINTIFF CLAIMS:

1. The said sum of CI\$4,934.24
2. Interest on the principal in arrears at the prevailing Statutory rate until payment or Judgment.
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed of \$5,434.24 including interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys-at-Law.

Dated this 27th day of February 2004



Samson Murray Jackson
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys-at-Law, Sussex Building (West Wing) 128 Elgin Avenue, George Town, Grand Cayman.

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AND HYMAN MULLINGS 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 he May have to pay the costs of applying to set it aside.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the appropriate box)

yes

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

Please complete overleaf

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 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 office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any in the box below:

SAMSON MURRAY JACKSON
Attorneys-at-Law
Sussex House (West Wing)
128 Elgin Avenue
George Town
Grand Cayman
PO Box 10067APO

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:

[Empty box for Defendant's Attorney indorsement]