

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 128 OF 2008

B E T W E E N:

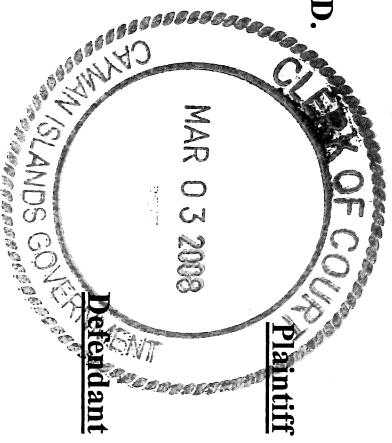
NATIONAL CONCRETE LTD.



Plaintiff

AND:

ERROL REID



Defendant

WRIT OF SUMMONS

To: ERROL REID, PO Box 559, Grand Cayman , KY1-1107, Cayman Islands

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, PO Box 495 GT 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 this 3rd day of March 2008

NOTE – this Writ may not be served later than 4 calendar 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 an incorporated company doing business as a cement producer and distributor, with an address for service at P. O. Box 866, George Town, Grand Cayman, KY1-1103.
2. The Defendant is to the best of the Plaintiff's knowledge a businessman with a mailing address of P. O. Box 559, George Town, Grand Cayman.
3. On and after 15th January 2006, the Defendant entered a series of agreements with the Plaintiff, with some of those agreements being in writing, some being oral, and some being made by conduct and/or as a result of a course of dealing between the Plaintiff and the Defendant, particulars of which are set out below.
4. On or about 15th January 2006, the Plaintiff and the Defendant entered the first of these agreements, whereby the Plaintiff would extend general credit to the Defendant for the purchase and delivery of liquid cement to various locations in the future, and in consideration, the Defendant would pay the amounts demanded by the Plaintiff in invoices sent to the Defendant (the "Credit Agreement").
5. It was a further term of the Credit Agreement that the Defendant would pay the monies invoiced within 10 days of the date of the invoices, and if those monies were unpaid after 10 days, the Defendant would pay a service charge of 1.5% of the invoice balance each month.
6. On or about 15th January 2006, the Defendant and the Plaintiff entered an agreement which was partly oral and partly by course of conduct between the parties. That agreement was for the provision of cement products and services from the Plaintiff,

which totalled CI\$10,378.00. On or around 15th January 2006, the Plaintiff sent the Defendant an invoice numbered 0026886-IN, in respect of this amount.

7. On or about 28th January 2006, the Defendant and the Plaintiff entered an agreement which was partly oral and partly by course of conduct between the parties. That agreement was for the provision of cement products and services from the Plaintiff, which totalled CI\$8,600.00. On or around 28th January 2006, the Plaintiff sent the Defendant an invoice numbered 0026922-IN, in respect of this amount.

8. On or about August 4, 2006, the Defendants and the Plaintiff entered an agreement which was partly oral and partly by course of conduct between the parties. That agreement was for the provision of cement products and services from the Plaintiff, which totalled CI\$4,342. On or around August 4, 2006, the Plaintiff sent the Defendants an invoice numbered 0028849-IN, in respect of this amount.

9. In so far as these agreements were made partly by conduct, the conduct consisted of, or is to be inferred by the following:

- a) At all material times, the Defendants knew that the Plaintiff used a standard form printed invoice to confirm the delivery of, and indebtedness resulting from an oral order for cement products and services;
- b) At all material times, the Defendants knew that the Credit Agreement applied to any subsequent oral agreements or agreements made by a course of dealing.

10. In or around 30th March 2006, the Defendant paid CI\$2986.00 towards the total outstanding amounts from invoice 0026886-IN.

11. In or around 23rd May 2007, the Defendant paid C1\$2,000.00 towards the total outstanding amounts from invoice 0026886-IN.

12. In or around 18th February 2008, the Defendant paid C1\$500.00 towards the total outstanding amount from invoice 0026886-IN.

13. On 18th April 2007, the Defendant acknowledged a debt in respect of the above sums totalling C1\$27,737.00, and promised to pay C1\$2,000.00 monthly as against this debt until it was paid off.

AND THE PLAINTIFF CLAIMS:-

- (i) C1\$25,237.00 in respect of amounts unpaid;
- (ii) C1\$1,223.52 in respect of interest owing to 25th March 2008 on Invoice 0026886-IN;
- (iii) C1\$3,225.00 in respect of interest owing to 28th February 2008 on Invoice 0026992-IN;
- (iv) C1\$4,228.32 in respect of interest owing to 26th February 2008 on Invoice 0027242-IN;
- (v) Interest pursuant to the *Judicature Law (2004 Revision)*;
- (vi) Costs, disbursements and all legal expenses on a solicitor/own client basis, pursuant to the Credit Agreement;
- (vii) Such further and other relief as this Honourable Court deems just.

14. If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$33,913.84, plus interest, costs and disbursements, further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Truman Boddem + Co
TRUMAN BODDEN & COMPANY
Attorneys-at-Law for the Plaintiff

Dated this 3rd day of March 2008
Filed this 3rd day of March 2008

THIS WRIT was issued by Truman Boddem & Company, PO Box 866, George Town, Anderson Square Building,
Shedden Road, Grand Cayman, Cayman Islands, BWI

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgement of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the named stated on the Writ of Summons*)".
5. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
7. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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CAUSE NO. 128 OF 2008

B E T W E E N:

NATIONAL CONCRETE LTD.

Plaintiff

AND:

ERROL REID

Defendant

ACKNOWLEDGMENT 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 a defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged.
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2. State whether the Defendant intends to contest or otherwise participate in the proceedings (*tick 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 judgment entered by the Plaintiff (*tick box*)

Yes No

Service of the Writ of Summons is acknowledged accordingly

(Signed).....

[Attorney] for

[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 the 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 principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if swing in person) of his name, address and reference, if any, in the box below.

Truman Bodden & Company
PO Box 866GT
Anderson Square Building
George Town
Grand Cayman
Ref: MAH/368-10

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