

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CAUSE NO. 0488 OF 2008
BETWEEN:

PARAMOUNT CARPETS SALES AND SERVICES LTD

PLAINTIFF

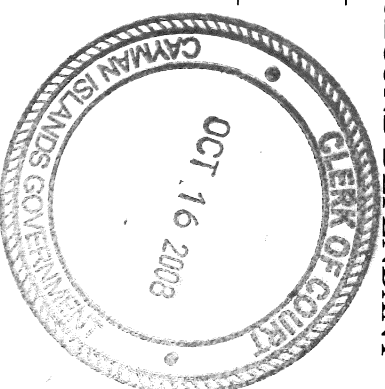
AND:

1. OWEN POWIS FIRST DEFENDANT
2. OJ BUILDERS SECOND DEFENDANT



WRIT OF SUMMONS

TO: Owen Powis and OJ Builders
Mini-Warehouse #1
Dorsey Drive, Airport Industrial Park,
P.O. Box 11379 APO
Grand Cayman, 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 the 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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment 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 14 October 2008.

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.

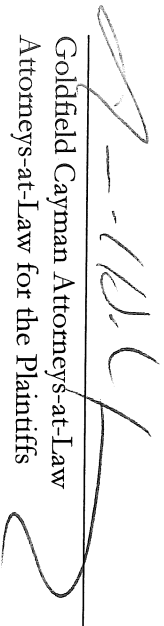
STATEMENT OF CLAIM

1. The Plaintiff's principal office is situated at 317 North Sound Rd., P.O. Box 10236 APO, George Town Grand Cayman, Cayman Islands. The Plaintiff was at all material times carrying on business as a retail supplier of construction materials
2. The 1st Defendant is the owner and operator and a Director of the 2nd Defendant company. The 1st and 2nd Defendants (the Defendant), whose principal office is situated at Mini-Warehouse #1, Dorsey Drive, Airport Industrial Park, P.O. Box 11379 APO, Grand Cayman, Cayman Islands, were at all material times carrying on business as construction contractors.
3. In or about May 2004, the Plaintiff and the First and Second Defendants agreed, as evidenced by the invoices from the Plaintiff to the Defendant, that the Plaintiff would sell and supply a certain quantity of construction materials to the Defendant on credit (the Agreement). Full particulars of the quantity of construction materials sold and supplied by the Plaintiff to the Defendant are known to the Defendant.
4. It was an express and or an implied term of the agreement that the Defendant would pay for the quantity of construction materials on demand.
5. In furtherance of the agreement the Plaintiff did sell and supply the quantity of construction materials to the Defendant which were valued in the amount of CI\$ 13,320.28.
6. In breach of the agreement the Defendant has received the construction materials and refused or otherwise failed to pay for the said quantity of construction materials notwithstanding the Plaintiff's numerous requests for payment.
7. By reason of the said breach the Plaintiff has suffered loss and damage to the tune of CI\$13,320.98.
8. Also by reason of the said breach the Plaintiff has suffered loss in that he has lost a interest on the sums due and owing and full particulars of which will be provided at trial.
9. The breaches of the Agreement have been acknowledged by the Defendant.
The Plaintiff therefore claims,
 - 1) Damages to be assessed;
 - 2) Interest to be assessed;
 - 3) Alternatively, Interest Pursuant to the Judicature Law and Judgment Debts (Rates of Interest) Rules;

- 4) Costs to be taxed if not agreed;
- 5) Such further and other relief as the Court deems fit.

If within the time for returning the Acknowledgement of Services, the Defendant pays the total amount claimed (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiffs or his Attorneys.

Dated this 14th day of October 2008


Goldfeld Cayman Attorneys-at-Law
Attorneys-at-Law for the Plaintiffs

Filed by Goldfeld Cayman Attorneys-at-Law, Attorneys-at-Law for and on behalf of the Plaintiff herein, whose address for service is situated at Rankin's Plaza, 21 Eclipse Drive, P.O. Box 1431 GT, George Town, Grand Cayman, Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. 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.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. 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.
3. 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 name stated on the Writ of Summons)".
4. 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.
5. 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.
6. 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.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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PLAINTIFF

AND:

1. OWEN POWIS

2. OJ BUILDERS

DEFENDANTS

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 is being acknowledged.

 2. State whether the Defendant intends to contest 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 is acknowledged accordingly

(Signed).....

Attorney for the Defendant

Please complete overleaf

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.

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

Goldfield Cayman Attorneys-at-Law
Rankin's Plaza, 21 Eclipse Drive
P.O. Box 10734 GT,
George Town, Grand Cayman
Cayman Islands

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

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