

In the Grand Court of the Cayman Islands



Cause No. 340 of 1995.

BETWEEN: NANCY LYDON **PLAINTIFF**
AND: PIERRE LAMONTAGNE **DEFENDANT**

WRIT OF SUMMONS

To: Pierre Lamontagne c/o Collins, Broadhurst & Furniss, George Town, Grand Cayman.

THIS WRIT OF SUMMONS has been issued against you by the abovenamed 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.

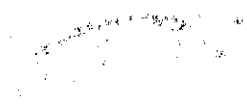
Issued this 8th day of August, 1995.

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 Acknowledgment of Service are given with the accompanying form



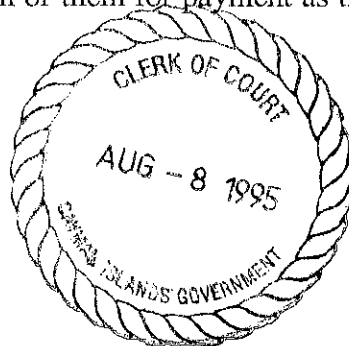


STATEMENT OF CLAIM

1. The Plaintiff was formerly the wife of the Defendant. The Plaintiff resides in Montreal, Quebec, Canada.
2. The Defendant resides in Grand Cayman.
3. In September, 1990 the Plaintiff and the Defendant entered an agreement before the Superior Court (Family Division/Divorces) of the province of Quebec in the district of Montreal ("the Agreement Regarding Corollary Measures"). The Plaintiff shall refer to the Agreement Regarding Corollary Measures at the trial hereof for its full meaning, terms and effect.
4. Clause 2 of the Agreement Regarding Corollary Measures provides as follows:

The Defendant will pay to Applicant [the Plaintiff herein] a lump sum and compensatory allowance equal to the Canadian equivalent of US\$134,400.00 payable by monthly instalments (on the 1st day of each month) of the then current Canadian equivalent of US\$1,600.00 for a period of seven years commencing on September 1st 1990 and terminating on August 31st, 1997 said payments to be made by a series of 84 postdated cheques (drawn on Defendant's Cayman bank account) to be remitted by Defendant to Applicant at the execution hereof.

5. At the time of execution of the Agreement Regarding Corollary Measures or shortly thereafter the Defendant provided the Plaintiff with 84 cheques drawn on account numbered 2558-12 US at the Bank of Nova Scotia, George Town, Grand Cayman.
6. Of the said cheques the Plaintiff has presented certain of them for payment as they have become due.



7. At the date hereof, of the cheques that have been presented for payment, the cheques set forth below have been returned to the Plaintiff's Cayman Island bankers endorsed 'refer to drawer'.

Particulars (Table 1)

Cheque Number	Dated
A719414	1st April, 1993
A719415	1st May, 1993
A719427	1st June, 1994
A719429	1st July, 1994
A719430	1st August, 1994
A719431	1st September, 1994
A719432	1st October, 1994
A719433	1st November, 1994
A719434	1st December, 1994
A719435	1st January, 1995
A719436	1st February, 1995
A719437	1st March, 1995
A719438	1st April, 1995
A719439	1st May, 1995
A719440	1st June, 1995
A719441	1st July, 1995



8. Each of the aforesaid cheques has been made payable to Nancy Lydon and each of the aforesaid cheques is in the amount of US\$1,600.00.
9. Each of the aforesaid cheques has been returned by the Defendant's bankers to the Plaintiff's bankers. The Plaintiff's bankers have in turn debited the Plaintiff's account (which account was previously credited for each of the aforesaid cheques) with the amount of US\$1,600 in respect of each cheque so returned.
10. In the premises the Defendant owes the Plaintiff US\$25,600.00 on account of the aforesaid cheques each of which has been dishonoured.
11. The Agreement Regarding Corollary Measures is silent as to interest on late payments or failed payments. In the circumstances the Plaintiff seeks interest pursuant to section 34



of the Judicature Law at the prescribed rates in respect of each of the aforesaid cheques such interest to be calculated from the dates the Plaintiff's account was debited with each payment.

Particulars (Table 2)

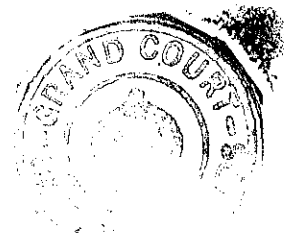
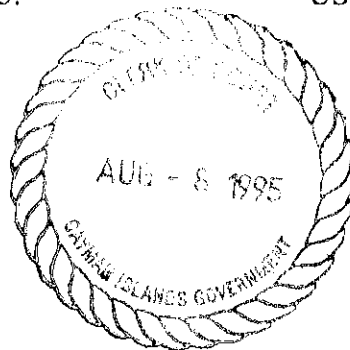
Cheque No.	Account debited	Interest to date of Writ
A719414	8th April, 1993	344.21
A719415	7th May, 1993	331.18
A719427	7th June, 1994	164.14
A719429	7th July, 1994	151.90
A719430	5th August, 1994	140.56
A719431	6th September, 1994	128.09
A719432	10th October, 1994	114.52
A719433	7th November, 1994	103.81
A719434	6th December, 1994	92.39
A719435	9th January, 1995	79.48
A719436	6th February, 1995	69.00
A719437	7th March, 1995	57.04
A719438	6th April, 1995	45.93
A719439	4th May, 1995	34.89
A719440	6th June, 1995	23.18
A719441	11th July, 1995	10.05

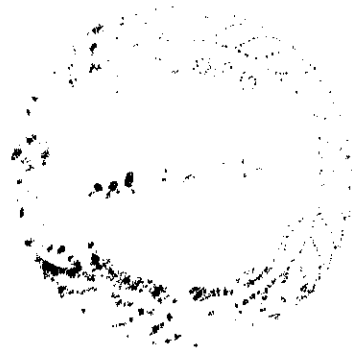
Total interest as at 8th August, 1995:

US\$1,890.37

AND THE PLAINTIFF claims:

1. US\$25,600.00
2. Interest pursuant to Section 34 of the Judicature Law at the rate of 8 3/8% per annum calculated from the date set forth in table 2 above which amount as at the date of hereof to US\$1,890.37 such interest accruing daily in the amount of US\$5.96.






3. Fixed costs in the amount of CI\$500.00 and filing fees in the amount of CI\$214.00.

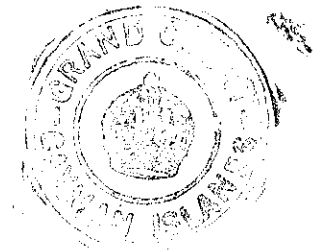
If within the time for Acknowledgment of Service the Defendant pays the total amount claimed of US\$27,490.37; CI\$714.00 on account of the fixed costs and disbursements together with such sum due on account of interest accruing hereto from the date hereof further proceedings will be stayed. The money must be paid to the Plaintiff or her attorney.

Dated this 8th day of August, 1995.



Giglioli & Company

Attorneys-at-law for the Plaintiff



This Writ was issued by Giglioli & Company whose address for service is P. O. Box 1316, 3F, Bank of Nova Building, George Town, Grand Cayman.

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**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.

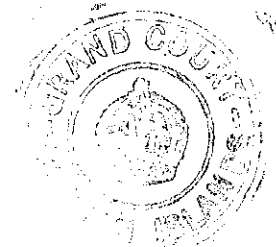
If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

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 (.....)" 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.





BETWEEN: NANCY LYDON

PLAINTIFF

AND: PIERRE LAMONTAGNE

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 is 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.



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



Service of the Writ is acknowledged accordingly.

(Signed) _____

[Attorney] for

[Defendant in person]

Address for service:

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.

Giglioli & Company
P.O. Box 1316 G,
3F Bank of Nova Scotia Building,
George Town.
Ref: L065/MF

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 indorsement]

