



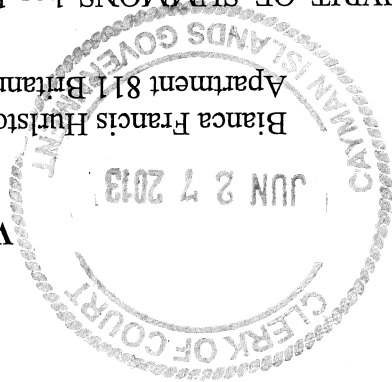
BETWEEN: NANCY DIAZ POWERY.

PLAINTIFF

AND: BIANCA FRANCIS HURLSTONE

DEFENDANT

WRIT OF SUMMONS



TO:

Bianca Francis Hurlstone
Apartment 811 Britannia, George Town, 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, PO Box 495, George Town, Grand Cayman KY1-1106 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 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 27th day of June 2013.

NOTE – This Writ 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 is a resident of the Cayman Islands. At all material times the Plaintiff was invited by the Defendant to purchase interests in those Bloodstock Syndicates more particularly set forth in this statement of claim.

2. The Defendant is a resident of Apr. 811, Britannia, George Town, Grand Cayman, Cayman Islands. The Defendant is an estate agent and business woman who from time to time has promoted Bloodstock Syndicates under the style of Bianca Francis Equine International Bloodstock Syndicates.

3. Between December 2005 and February 2007 the Defendant invited the Plaintiff to subscribe for interests in the Bianca Francis Equine International Bloodstock Syndicate 2005 ("BFEI BS 2005") and the Bianca Francis Equine International Bloodstock Syndicate 2007 ("BFEI BS 2007").

4. In order to induce the Plaintiff to invest in the said Bloodstock Syndicates the Defendant personally guaranteed that the Plaintiff would be returned her initial investment. In reliance on these guarantees the Plaintiff paid the Defendant US\$156,000.00 in respect of an interest BFEI BS 2005 and subsequently again on the guarantee of the Defendant that the Plaintiff would be returned her investment) a further US\$115,000.00 to acquire an interest in the BFEI BS 2007.

5. Between December 2005 and December 2007 the Defendant caused to be paid to the Plaintiff US\$70,295.00 in respect of the Plaintiff's interest in the BFEI BS 2005 and a further US\$67,455.00 in respect of the BFEI BS 2007.

6. At the time of paying these monies to the Plaintiff the Defendant again guaranteed to pay the Plaintiff the shortfall between the sums paid to the Plaintiff and the Plaintiff's initial investments of US\$156,000.00 and US\$115,000.00 and further assured the Plaintiff the whole of her initial investment would be repaid.

7. The last assurance made by the Defendant to pay the full amount of the shortfall owing to the Plaintiff was made on or about 2 April 2009 in an e-mail sent by the

Defendant to the Plaintiff's husband (to which e-mail the Plaintiff shall refer at the trial hereof). In the said e-mail the Defendant stated: -

Having considered your letter to me about the possibilities for reimbursement, the only real estate option at present would be my unit (116) Coconut Bay which has a considerable mortgage attached, the residual balance would just about cover the balance of your reimbursement in this market.

Alternatively John and I will purchase back your shares to enable your original investments to be covered once his court case in May is over and we have funds to pay the balance.

I am sincerely apologetic for the delay in reimbursement but at this time this is all I am able to offer.

8. Despite repeated assurances that these monies would be paid to the Plaintiff the Defendant has failed to make any further payments to the Plaintiff.

9. In the premises in breach of her guarantee the Defendant has failed to pay the Plaintiff the balance of the guaranteed amount (the "Guaranteed Amount").

PARTICULARS

10.

BFEI BS 2005 investment US\$156,000.00
Amount repaid by Syndicate US\$ 70,295.00
Balance US\$ 85,705.00

BFEI BS 2007 investment US\$115,000.00
Amount repaid by Syndicate US\$ 67,455.00
Balance US\$ 47,545.00

Guaranteed Amount US\$133,250.00

11. Despite repeated requests by the Plaintiff, the Defendant has failed to make any further payment on account of the Guaranteed Amount.

AND THE PLAINTIFF CLAIMS

1. The sum of US\$133,250.00 being the balance of the amounts guaranteed by the Defendant to the Plaintiff.

2. Interest pursuant to statute. The particulars whereof appear below: -

Interest	Daily rate of interest	Interest Rate	# days	Statutory Interest	
				Start Date	End Date
				1-Jan-08	30-Nov-08
\$8,989.75	\$26.84	7.250%	335	1-Dec-08	31-Oct-10
\$12,954.86	\$18.51	5.000%	700	1-Nov-10	31-Jan-13
\$7,234.83	\$8.79	2.375%	823	1-Feb-13	27-Jun-13
			147		
				Total Days 2005	
				Total Interest \$30,471.68	

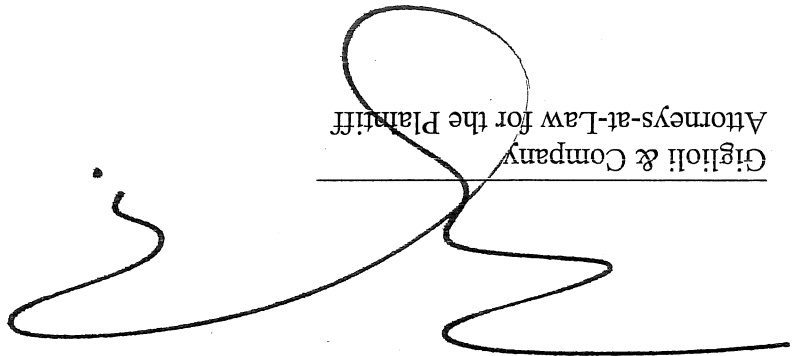
The amount of interest payable to date US\$30,471.68
Interest accrues at the rate of \$8.79 per diem.

3. Costs.

If, within the time for returning the acknowledgment of service, the Defendant pays the total amount claimed of US\$133,250.00 and interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or its attorney.

Dated 27th day of June 2013.

Giglioli & Company
Attorneys-at-Law for the Plaintiff



This Writ was issued by Giglioli & Company whose address for service is P. O. Box 2505, 4F, Kirk House, George Town, Grand Cayman KY1-1104

BETWEEN: NANCY DIAZ POWERY.
AND: BIANCA FRANCIS HURLSTONE
PLAINTIFF
DEFENDANT

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.
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.
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

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

2. State whether the Defendants intend to contest the proceedings (*tick appropriate box*)
yes no

3. If the claim against the Defendants is for a debt or liquidated demand, AND they do not
intend to contest the proceedings, state if the Defendants intend 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

[Defendants in person]

Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendants are 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 the 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
PO Box 2505
4F Kirk House, Panton Place
George Town, Grand Cayman KY1-1104
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.

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 any 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 used 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.