

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 90 OF 1996

BETWEEN: NANCY D. QUINION Plaintiff

AND: GEORGE H. QUINION Defendant

WRIT OF SUMMONS

TO: George H. Quinion
Cocoa Beach
Florida
U.S.A.



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 Fourteen days [14] 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 23rd day of February, 1996.

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.

INDORSED STATEMENT OF CLAIM

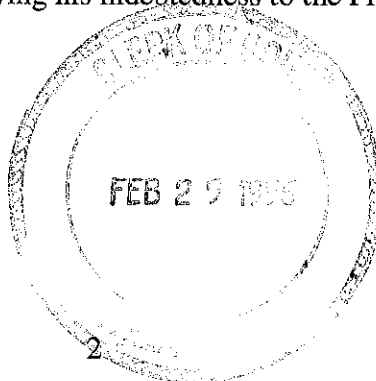
1. The Plaintiff is resident in the Cayman Islands and was formerly married to the Defendant.

2. The Defendant is or was a resident of the Cayman Islands and was married to the Plaintiff. The Defendant was Managing Director and/or Principal Officer and/or a shareholder of Finsbury Bank & Trust Company. The Defendant has been residing in Florida, U.S.A.

3. By a Deed of Separation, dated the 23rd May, 1991, the Defendant covenanted (*inter alia*) to pay to the wife the sum of US\$50,000.00 per annum by equal monthly instalments of US\$4,166.66 on the first day of each and every month, commencing 1st June, 1991. This sum was expressed to be payable into a separate account "primarily for the maintenance and support of the" Plaintiff "during her lifetime".

4. Divorce proceedings were commenced by the Defendant on the 5th January, 1992. On the 3rd April, 1992, the marriage between the Plaintiff and the Defendant was dissolved. The Defendant told this Honourable Court on oath that day that all ancillary matters had been "settled by Deed".

5. The Defendant made monthly instalments under the terms of the Deed up to and including the 1st September, 1994. The Defendant has made no payments since that time and accordingly, owes the Plaintiff the sum of US\$70,833.22. By virtue of the payments that have been made the Defendant is estopped from denying his indebtedness to the Plaintiff.



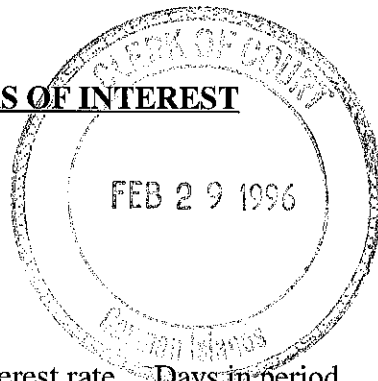
PARTICULARS

1994 October - December (3 instalments)	12,499.98
1995 January - December (12 instalments)	49,999.92
1996 January and February instalments	<u>8,333.32</u>
	<u>70,833.22</u>

6. Despite repeated requests for payment the Defendant has failed to pay the same, or indeed make any proposal for settlement thereof.

7. The Plaintiff claims in addition pre judgment interest in accordance with the provisions of Section 34 of the Judicature Law (1995 Revision). Such claim is made on the grounds that the Defendant failed to pay the said monthly payments as they become due.

PARTICULARS OF INTEREST



Interest calculation to:

29-Feb-96

Due date	Instalment	Principal outstanding	Interest rate	Days in period	Interest accrued
10/1/94	4,166.66	4,166.66	8.375%	31	29.64
11/1/94	4,166.66	8,333.32	8.375%	30	57.36
12/1/94	4,166.66	12,499.98	8.375%	31	88.91
1/1/95	4,166.66	16,666.64	8.375%	31	118.55
2/1/95	4,166.66	20,833.30	8.375%	28	133.85
3/1/95	4,166.66	24,999.96	8.375%	31	177.83
4/1/95	4,166.66	29,166.62	8.375%	30	200.77
5/1/95	4,166.66	33,333.28	8.375%	31	237.10
6/1/95	4,166.66	37,499.94	8.375%	30	258.13
7/1/95	4,166.66	41,666.60	8.375%	31	296.38
8/1/95	4,166.66	45,833.26	8.375%	31	326.01

9/1/95	4,166.66	49,999.92	8.375%	30	344.18
10/1/95	4,166.66	54,166.58	8.375%	31	385.29
11/1/95	4,166.66	58,333.24	8.375%	30	401.54
12/1/95	4,166.66	62,499.90	8.375%	31	444.56
1/1/96	4,166.66	66,666.56	8.375%	31	474.20
2/1/96	4,166.66	70,833.22	7.375%	28	400.74
2/29/96					
					4,375.04

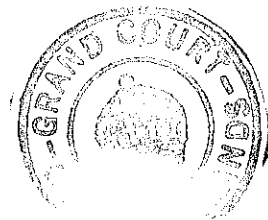
AND THE PLAINTIFF CLAIMS:

1. The sum of US\$70,833.22 (CI\$58,083.24).
2. Pre judgment interest pursuant to S.34 of the Judicature Law (1995 Revision) in the sum of \$4,375.04.
3. Post judgment interest pursuant to S.34 of the Judicature Law (1995 Revision).
4. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$77,708.26 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or her attorney.

Dated this 29th day of February, 1996.

Quin & Hampson
QUIN & HAMPSON
Attorneys-at-Law for the Plaintiff



THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law, for and on behalf of the Plaintiff herein, whose address for service and correspondence is that of its said Attorneys-at-Law, Harbour Centre, P.O. Box 1348, Grand Cayman, Cayman Islands, British West Indies.

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 installments or otherwise.

See over for notes for guidance



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 authroised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 1996

BETWEEN: NANCY D. QUINION Plaintiff

AND: GEORGE H. QUINION 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 the Defendants whereby they 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

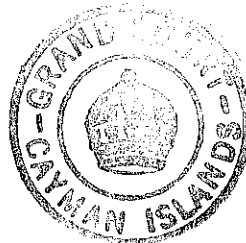
Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

Address for service:



Please complete overleaf