



IN THE GRAND COURT OF THE CAYMAN ISLANDS

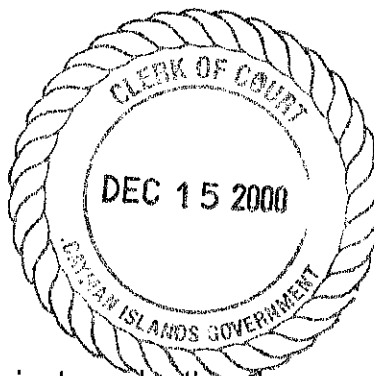
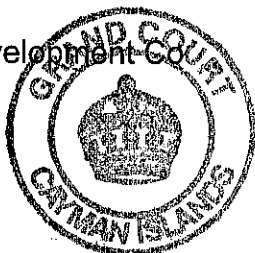
CAUSE NO. 911 of 2000

BETWEEN: DIANA HENDERSON PLAINTIFF

AND: MIKOL DISE DEFENDANT

Writ Of Summons

TO: Mikol Dise
P.O. Box 1074
c/o Cayman Kai Development Co
North Side
Grand Cayman



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 of 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 495GT, 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 return the Acknowledgment of Service within the time stated, or if you return the Acknowledgment of Service 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 14th day of December, 2000.

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 and the Defendant lived together as man and wife for approximately 20 years until February 1999 when their relationship broke down and they separated.
2. By a written agreement dated 19 February 1999 ("the separation agreement"), a copy of which is annexed hereto, the Plaintiff and Defendant entered into a contract for full and valuable consideration whereby they settled all financial issues between themselves arising on the breakdown of their relationship. The agreement was drafted by an Attorney, Ms Jennifer Hunter of the firm Hunter and Hunter, on the joint instructions of the Plaintiff and the Defendant. The Plaintiff refers to the said agreement for its full terms and effects.
3. It was by virtue of Clause 2 an express term of the separation agreement that the Defendant would transfer to the Plaintiff the title of the Mercedes motor car registration number 72297 upon the signing by the Parties of the said separation agreement.
4. It was by virtue of Clause 4 an express term of the separation agreement that the Defendant would assist in obtaining a mortgage for the purchase of a property for the Plaintiff as a home for herself, and that the Defendant would repay the said mortgage, provided that the purchase price of the property did not exceed C\$325,000 and that the Defendant was the registered joint proprietor on the land register of the property until such time as the mortgage was repaid.
5. Pursuant to, and in reliance on the covenants in the said agreement, on or about 14 September 1999 the Plaintiff and Defendant entered into an agreement with a third party to purchase the property at South Sound Block 21C Parcel 99H3 known as "No 3 Coco Walk" ("the purchase agreement") for

the sum of US\$385,500 as a home for the Plaintiff. A copy of the purchase agreement is annexed hereto and the Plaintiff refers to it for its full terms and effects.

6. Under the purchase agreement, rent was to be paid by the Plaintiff and the Defendant pending completion of the purchase, during which time the Plaintiff had the right to reside at the property. The Plaintiff entered into the purchase agreement on the basis that the Defendant would comply with the its terms and make the rental payments in lieu of making mortgage repayments for the Plaintiff's benefit under the express term of the separation agreement.
7. In pursuance to the separation agreement, the purchase price of No 3 Coco Walk did not exceed CI\$325,000.
8. In pursuance to the separation agreement, the Plaintiff makes no claim against the Defendant other than those claims contained herein relating to his breach of the separation agreement.
9. The Plaintiff has complied with, or alternatively is now and has at all material times been ready, willing and able to comply with, all her obligations under the separation agreement.
10. The Defendant is in breach of the terms of the separation agreement and the purchase agreement in that:
 - (a) In breach of the express term of the separation agreement referred to in paragraph 3 above, the Defendant has failed to transfer to the Plaintiff the title of the Mercedes motor car registration number 72297 upon the signing by the Parties of the said agreement or at anytime since;
 - (b) In breach of the express term of the separation agreement referred to in paragraph 4 above, the Defendant has not assisted the Plaintiff in

obtaining a mortgage, nor has he made any repayments under any mortgage for her benefit;

(c) Since 1 November 1999, in breach of the purchase agreement referred to in paragraph 5 above, the Defendant has not paid any sum of money towards the rent due in respect of No 3 Coco Walk and accordingly the Parties are in breach of the purchase agreement;

(d) The Defendant has failed to contribute to the purchase of a home for the Plaintiff in any way whatsoever apart from the contributions he had made by way of rent of No 3 Coco Walk, those contributions having ceased on 1 November 1999.

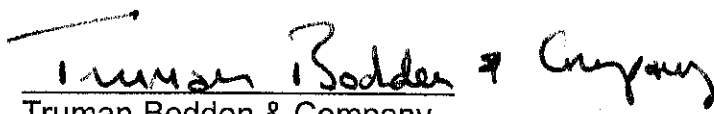
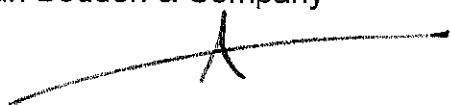
11. By reason of the matters aforesaid the Plaintiff has suffered loss and damage.

PARTICULARS

- (1) In reliance upon the separation agreement the Plaintiff has spent a sum of money in excess of CI\$4,000 on the maintenance and repair of the Mercedes motor car registration number 72297;
- (2) In reliance upon the purchase agreement as supported by the separation agreement the Plaintiff has spent sums of money amounting to CI\$29,877.60 in order to improve the property at No 3 Coco Walk;
- (3) As a result of the Defendant's breach of separation agreement and purchase agreement, the Plaintiff herself is in breach of the purchase agreement and in consequence has unquantified liabilities.

AND the Plaintiff claims:

- (1) Specific performance of the said separation agreement.
- (2) Further or alternatively, damages for breach of contract.
- (3) Interest on the said damages pursuant to section 34 of the Judicature Law (11 of 1975) to be assessed.
- (4) Further or other relief.
- (5) Costs.


Truman Bodden & Company
Truman Bodden & Company


THIS WRIT was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is Anderson Square, P.O. Box 866, George Town, Grand Cayman, 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 instalments or otherwise.

See over notes for guidance

Please complete overleaf

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. 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 named 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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CAUSE NO. 911 of 2000

BETWEEN: DIANA HENDERSON PLAINTIFF
AND: MIKOL DISE 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.

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

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

Service of the Writ of Summons 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 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.

Truman Bodden & Company
PO Box 866GT
Anderson Square Building
George Town
Grand Cayman
Ref: PSB/5773

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 attorney indorsement]