

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 60106  
OF 2008

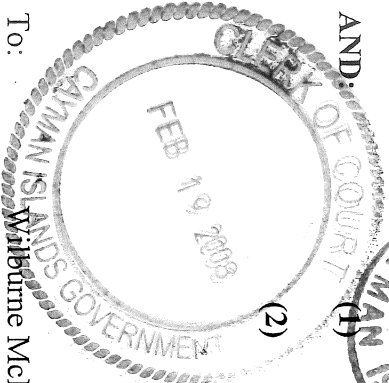
BETWEEN: SPICOR LIFE OF THE CAYMAN ISLANDS LTD.

Plaintiff

AND: WILBURNE MCLAUGHLIN

Defendants

(1) (2) JUDITH MCLAUGHLIN



WRIT OF SUMMONS

To: Wilburne McLaughlin, P.O. Box 31787, George Town, Grand Cayman, KY1-1207

And to: Judith McLaughlin, of General Delivery, George Town, 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 after 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

**ISSUED** this 14<sup>th</sup> day of February 2008.

**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 Acknowledgement of Service are given with the accompanying form.

### STATEMENT OF CLAIM

1. The Plaintiff is an insurance company which is licensed under the Laws of the Cayman Islands to undertake insurance business. The Plaintiff was previously known as Global Life Insurance Company but it changed its name on 11 February 2004.
2. The Defendants are or were customers of the Plaintiff and were customers for a number of years.
3. The Defendants have been in persistent breach of their obligations under the terms of their loan accounts with the Plaintiff. The Defendants have been given ample opportunity to perform their obligations, which they have failed to do. The Plaintiff therefore seeks to enforce its rights pursuant to its security.
4. By a Charge dated the 27 February 1999 (the "Charge"), the Defendants charged their interest in apartment #5, Tropical Manor, the legal description of which property is Registration Section Prospect, Block 22E, Parcel 131IH5 to the Plaintiff for the principal sum of US\$78,400.00. The Register was rectified on 11 September 2006 by the filing with the Registrar of Lands of a Form 37.
5. By clause 14 of the Schedule to the Charge, it was agreed as follows:

"14 – Notwithstanding anything to the contrary in this Charge, if the Borrower does not discharge all money and liabilities in full in accordance with its terms or if the Borrower is in breach of any of its covenants or obligations in this Charge whether express or implied or if the Corporation amends its by-laws in a manner of which the Lender in his absolute discretion does not approve or if the Borrower commits any act of bankruptcy or makes any assignment or composition for the benefit of its creditors or being a company goes into liquidation (other than a voluntary liquidation for the purposes only of a reconstruction, the terms of which have been previously approved by the Lender) or if a receiver is appointed over the whole or any part of its assets, or if the Borrower is unable to pay its debts within the meaning of Section 94 of the Companies Law (1995 Revision), then in any of those events the other sums owing or payable to the Lender under this Charge will become immediately due and payable and the provisions of Sections 72 to 75 of the Law will apply SUBJECT to the modifications below set forth:-

- (i) the power of sale and of appointing a receiver and any other remedies available to the Lender will immediately arise without further notice;
- (ii) in addition to the remedies provided by Section 72 of the Law, the Lender may foreclose or enter into possession of the Charged Premises or both in the same circumstances as would

allow the Lender to exercise its power of sale or appoint a receiver;

(iii) if the Lender does appoint a receiver of the Charged Premises, the Lender may exercise its power of sale or foreclosure or entry into possession at any time afterwards without further notice, and if the Lender does enter into possession of the Charged Premises without the prior appointment of a receiver the Lender may exercise its power of sale or foreclosure or appointing a receiver at any time afterwards without further notice;

(iv) on the power of sale arising the Lender may sell the Charged Premises by private contract as well as by public auction;

(v) a receiver appointed by the Lender will have such powers in addition to those set out in the Law or any other law relating to receivers as the Lender deems necessary (including the right to sell the Charged Premises and carry on the Borrower's business) for the proper enforcement and protection of the Lender's rights under this Charge;

(vi) the receiver's remuneration may be in such amount or on such basis, whether commission, hourly rate or otherwise, as the Lender will agree with such receiver;

BUT in any case where any modification of the Law (or any other modification provided for in this Charge) requires the sanction of the Court or is prohibited and cannot be so sanctioned, the Lender may at its option waive any modification where it is in the Lender's favour or where permissible, seek the Court's sanction to the modification and, should the Lender fail to obtain the sanction of the Court (where permissible or applicable) to any particular modification or should the Lender elect to waive its rights under any modification, then the original provisions of the Law will apply without modification.

6. By a Consent Order dated 12 December 2007 in Cause No. D25 of 2000, the First Defendant was ordered to pay to the Second Defendant [his ex-wife Judith McLaughlin] a lump sum of money for her share in the former matrimonial home being apartment #5 Tropical Manor.

7. By a Transfer of Land Form (RL1) dated 16 January 2001, the First Defendant and Second Defendant intended to transfer title to Registration Section Prospect, Block 22E, Parcel 131H5 to the First Defendant. However, it appears that this Transfer was not completed and so both Defendants remain on the title to the property and are bound by the terms of the Charge.

8. The Defendants have been persistently in arrears with payments under the Charge despite repeated requests made by the Plaintiff. The Defendants have failed to clear off all the arrears and to make proper payments on the proper dates and the Defendants have failed and continue to fail to do so.

9. On 9 March 2007 the Plaintiff's Attorneys-at-Law served on the Defendant by Registered Post Notices under s. 64(2) of the Registered Land Law (2004 Revision) and also under s. 72 of the Registered Land Law (1995 Revision).

**AND THE PLAINTIFF CLAIMS:**

- (1) Payment of US\$63,431.76 for principal and US\$9,422.42 for interest and further interest at the rate of 2% above US dollar prime effective 10.25% at the date of the issue of this Writ.
- (2) In default of payment sale by private treaty.
- (3) Costs.
- (4) Further or other relief.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$73,532.16 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

*Truman Boddin*  
TRUMAN BODDEN & COMPANY  
For and on behalf of the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

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.

**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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgement of service.
3. 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.
4. 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*)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. 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. 60105 of 2008

BETWEEN: SAGICOR LIFE OF THE CAYMAN ISLANDS LTD. PLAINTIFF

AND: (1) WILBURNE MCLAUGHLIN (2) JUDITH MCLAUGHLIN 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.

- 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)
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)

Service of the Writ of Summons is acknowledged accordingly (Signed).....

[Attorney] for [Defendant in person] Address for Service:

**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 the 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 866  
Anderson Square Building  
George Town  
Grand Cayman KY1-1103  
Ref: PSB/0809-0011

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