

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 369 OF 2011

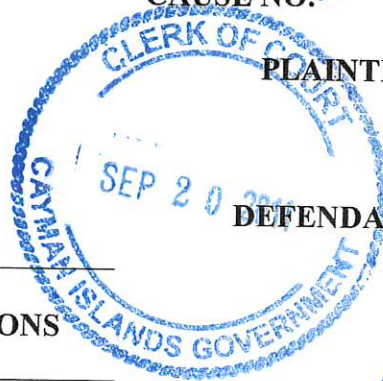
BETWEEN: LISA GOWAN

PLAINTIFF

AND: SAMANDUR EXCURSIONS Ltd

DEFENDANT

WRIT OF SUMMONS



To: Samundar Excursions Ltd
Cayman International Corporate & Marine Services Ltd
PO Box 822 GT
2nd Floor
Jack and Jill Building
George Town
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of c/o Campbells, 4th Floor, Scotia Centre, George Town, Grand Cayman in respect of the claim set out in 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, Grand Cayman, KY1-1106, Cayman Islands, the accompanying 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 judgment may be entered against you forthwith without further notice.

Issued this day of September 2011

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 of Acknowledgment for Service are given with accompanying form.

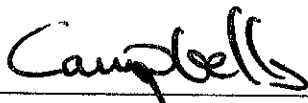
GENERAL INDORSEMENT

The Plaintiff's claim is for:

1. Damages for personal injuries and the associated losses, costs and interest arising from the Defendant's negligence and breach of contract on 1st July 2010. At all material times, the Plaintiff was a private individual visiting the Cayman Islands on honeymoon from the United States. At all material times the Defendant was the owner and operator of a vessel named "Valhalla".
2. On the evening of 1st July 2010 the Plaintiff, with friends, booked a two and a half hour sunset cruise on the Valhalla. The Valhalla departed at approximately 6pm and returned between 8.15pm and 8.30 pm. At the time the Valhalla returned to the dock the water was choppy and it was dark. The dock was not lit.
3. The Plaintiff and other passengers were required to disembark the Valhalla by stepping across the gap between the vessel and the dock. There was no gangplank and no railings. As the one of the Plaintiff's friends, Lisa Gowan, stepped across the gap the Valhalla lurched away from the dock and Ms Gowan fell between the Valhalla and the dock sustaining serious injuries.
4. Whilst all parties waited for an ambulance for Ms Gowan, the Plaintiff asked a crew member whether there was a first aid kit on the boat. The Plaintiff was told that there was and the crew member beckoned for her to come on board and retrieve it. As the Plaintiff tried to step across the gap and onto the Valhalla the boat shifted again in the choppy waters and the Plaintiff fell between the Valhalla and the dock. The Plaintiff was able to grasp the side of the Valhalla but was trapped between the Valhalla and the dock. She was subsequently pulled back onto the dock, however, she had suffered three broken ribs, a punctured lung, a traumatic pneumothorax and injuries to her knee.

5. The Defendant and its employees or agents had a duty to ensure the safety of their passengers. The Plaintiff's injuries were caused by the negligence of the Defendant its employees or agents and by breach of the implied terms of the parties' contract. The system for embarking and disembarking the Valhalla was fundamentally unsafe. The Defendant, and its employees or agents, failed to take any, or any reasonable, precautions to ensure the safety of their passengers whilst embarking and disembarking the Valhalla. The Plaintiff will rely on the principle of *res ipsa loquitur*.
6. By reason of the matters set out above, the Plaintiff has suffered personal injury and distress as well as special damage including medical expenses, loss of enjoyment of her honeymoon holiday, loss of earnings, and future losses.
7. The Plaintiff is entitled to, and claims, costs.
8. Further, the Plaintiff is entitled to, and claims, interest pursuant to section 34 of the Judicature Law (2004 Revision) on the amounts found due to her, for such periods and at such rates as the Court deems fit.

Dated: 20th September 2011



CAMPBELLS

Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Campbells, Attorneys-At-Law for the Plaintiff whose address for service is P.O. Box 884, 4th Floor, Scotia Centre, Albert Panton Street, George Town, Grand Cayman KY1-1103 (JAS/sm/17616)

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 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.

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.

Campbells
Attorneys at Law
4th Floor, Scotia Centre
PO Box 884
Grand Cayman KY1-1104
Cayman Islands

JAS/sm/13237-17616

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]