

CAUSE NO. G0061/2014

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

CAYMAN DIVESHUTTLE LTD

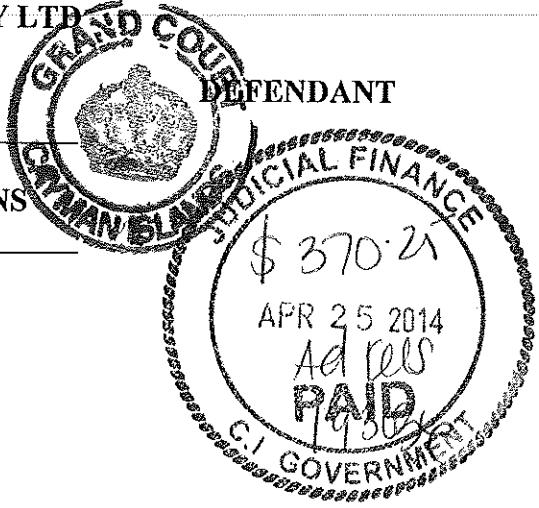
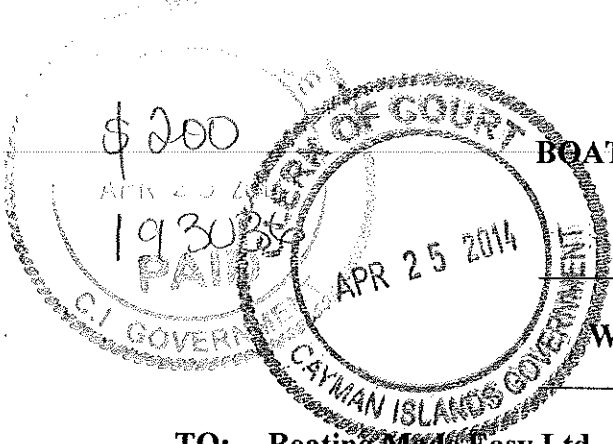
PLAINTIFF

AND:

BOATING MADE EASY LTD

DEFENDANT

WRIT OF SUMMONS



TO: Boating Made Easy Ltd  
PO Box 1708  
10 Shipping Lane  
Thompson Shipping Centre Building  
KY1-1109  
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 following pages.

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 25<sup>th</sup> day of April 2014.

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 a limited company operating a diving business, taking small groups scuba diving and snorkeling for reward.
2. At all material times it was in possession of and/or had an immediate right to possession of a 33 feet long Nautica Rib with twin outboard engines ("the Boat").
3. The Defendant operates a boatyard for reward at 256 North Church Street, George Town, Cayman Islands, in particular offering storage, repairs and maintenance and launching and recovery facilities for, *inter alia*, vessels such as the Boat and, furthermore, had stored the Boat and its trailer and launched and recovered the same on various occasions since October 2012.
4. The Defendant knew, at all material times, that the Plaintiff operated the business aforesaid and utilised the Boat in the same.
5. On or about 22 September 2013, the Defendant hauled the Boat from the water by the use of a vehicle and its trailer and thereafter, and at all material times, stored the Boat and its trailer for and on behalf of the Plaintiff.
6. As on previous occasions, the Defendant charged the Plaintiff CI\$238 for so doing between 1 May and 31 May 2013, which sum the Plaintiff paid.
7. On 14 November 2013, the Plaintiff (acting by its servant or agent Julian M. Grimshaw) instructed the Defendant to launch the Boat.
8. The Defendant accepted those instructions.
9. It was agreed (expressly or by implication) that the launching of the Boat by the Defendant was for reward in accordance with the previous course of dealings between the parties.

10. In all of the premises, the Defendant was a bailee of the Boat for reward.
11. Further, it was an implied term of the contract entered into between the Plaintiff and the Defendant for the storage and/or launch of the Boat (implied in order to give the same business efficacy and/or by the “reasonable bystander” test) that in storing the Boat and/or launching the same, the Defendant would exercise reasonable skill and care.
12. Further or alternatively, the Defendant owed the Plaintiff a like duty at common law.
13. On or about 14 November 2013, the Defendant (acting by its servants or agents):-
  - (1) connected the trailer upon which the Boat was situated to a vehicle; and
  - (2) proceeded to tow the Boat from the Defendant’s yard to the slipway adjacent to the Lobster Pot at 245 N. Church Street, George Town KY1 – 1107, Cayman Islands in order to launch the same.
14. During the course of that operation and whilst reversing down the slipway, the trailer upon which the Boat was situated became detached from the vehicle being driven by the Defendant (acting by its servants or agents aforesaid) and collided with a wall, occasioning substantial damage to the Boat.
15. In the premises, the Defendant has broken its duties as bailee and/or broken the implied term of the contract aforesaid and/or the duty at common law.

Particulars of breach of term/duty of care

- (1) Failed adequately or at all to attach the trailer to the towing vehicle;
- (2) Failed adequately or at all to attach the security chains on the trailer to the towing vehicle;

- (3) Failed adequately or at all to check that either the trailer was properly attached to the towing vehicle and/or that the security chains were so attached;

The Claimant will rely upon the detachment of the trailer from the towing vehicle and/or the collision of the Boat as aforesaid as itself evidence of breach of contract and/or duty of care.

16. In the premises, the Defendant has caused the Plaintiff loss and damage.

Particulars

- (1) Damage to the Boat comprising:-
- a) split to the underside of the Sponson/pontoon at the stern along the starboard side;
  - b) crack/damage to the hull near the transom on the starboard side
  - c) impact damage to the lower unit gearbox and propeller on the starboard engine

US\$40,650.45

- (2) Impact damage to the power unit head to be confirmed

- (3) Lost/reduced profits by reason of its inability to use the Boat in its business and because of the costs and expenses incurred in hiring an alternative vessel, all of which loss and damage is continuing.

Particulars

- a) Full particulars are given in Schedules 1 and 2 hereto:

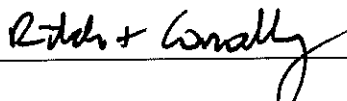
US\$16,698.16

17. Further, the Plaintiff is entitled to and claims interest on all sums found due to it pursuant to section 34 of the Judicature Law (2013 Revision) alternatively pursuant to the equitable jurisdiction of the Court, at the rate of 2½ per cent per annum from the date hereof until judgment alternatively at such rates and for such period as the Court shall think fit.

**AND THE PLAINTIFF CLAIMS:-**

- (1) Damages
- (2) Interest pursuant to section 34 of the Judicature Law (2013 Revision) alternatively pursuant to the equitable jurisdiction of the Court, at the rate of 2½ per cent per annum from the date hereof until judgment alternatively at such rates and for such period as the Court shall think fit
- (3) Further or other relief
- (4) Its costs of this action.

Dated the 25<sup>th</sup> day of April 2014

  
RITCH & CONOLLY  
Attorneys at Law for the Plaintiff

**TO:** The Clerk of the Court

**AND TO:** The Defendant, P.O Box 1708, 10 Shipping Lane, Thompson Shipping Centre Building, Grand Cayman, KY1-1109, Grand Cayman

This Writ of Summons was issued by Ritch & Conolly, Attorneys-At-Law for the Plaintiffs, whose address for service is P O Box 1994 GT, Queensgate House, 113 South Church Street, George Town, Grand Cayman, Cayman Islands.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**BETWEEN:**

**CAYMAN DIVESHUTTLE LTD**

**PLAINTIFF**

**AND:**

**BOATING MADE EASY LTD**

**DEFENDANT**

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**SCHEDULE 1**

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Date	Description	Boat Charter	Usual Costs			Usual Profit US\$	Actual Costs US\$			Actual Profit US\$	Profit Loss US\$		
		Turnover in US\$	Fuel + 2 Stroke Oil combined @ 7.25 US\$ per gallon	# cylinders used	Cylinder Cost @ 5 US\$ a fill	Total US\$	Turnover - Usual cost	Boat hire (includes boat charter used)	# cylinders paid for	Cylinder Cost @ 5 US\$ a fill	Total US\$	Turnover - Actual cost	Usual profit - Actual profit
Doc.1	Seascapes Group 9 pax							Turtle divers					
	11/14/2013 Afternoon single tank dive 9 pax		\$29.85	10	\$50.00	\$79.85		\$200.00	5	\$25.00	\$225.00		
	11/15/2013 Morning 2 tank dive 9 pax		\$29.85	20	\$100.00	\$129.85		\$400.00	10	\$50.00	\$450.00		
	11/16/2013 Morning 2 tank dive 9 pax		\$29.85	20	\$100.00	\$129.85		\$400.00	10	\$50.00	\$450.00		
	Totals		\$89.55	50	\$250.00	\$339.55	\$1,310.45	\$1,000.00	25	\$125.00	\$1,125.00	\$525.00	\$785.45
	Seascapes Group 5 pax							Turtle divers					
	12/6/2013 Morning 2 tank dive 5 pax		\$29.85	12	\$60.00	\$89.85		\$400.00	6	\$30.00	\$430.00		
	12/7/2013 Morning 2 tank dive 5 pax		\$29.85	12	\$60.00	\$89.85		\$400.00	6	\$30.00	\$430.00		
	Totals		\$59.70	24	\$120.00	\$179.70	\$1,120.50	\$800.00	12	\$60.00	\$860.00	\$440.00	\$680.50
	Rob	2 pax							Turtle divers				
12/16/2013 Morning 2 tank dive 2 pax		\$29.85	6	\$30.00	\$59.85		\$90.00	3	\$15.00	\$105.00			
12/17/2013 Morning 2 tank dive 2 pax		\$29.85	6	\$30.00	\$59.85		\$90.00	3	\$15.00	\$105.00			
12/18/2013 Afternoon 2 tank dive 2 pax		\$29.85	6	\$30.00	\$59.85		\$90.00	3	\$15.00	\$105.00			
Totals		\$89.55	18	\$90.00	\$179.55	\$360.45	\$270.00	9	\$45.00	\$315.00	\$225.00	\$135.45	
Lee	4 pax							Brad Nelson					
12/26/2013 Morning 2 tank dive 4 pax		\$29.85	10	\$50.00	\$79.85		\$210.00	5	\$25.00	\$235.00			
Totals		\$29.85	10	\$50.00	\$79.85	\$340.15	\$210.00	5	\$25.00	\$235.00	\$185.00	\$155.15	
Hal	8 pax							Brad Nelson					
12/28/2013 Morning 2 tank dive 8 pax		\$29.85	18	\$90.00	\$119.85		\$361.00	9	\$45.00	\$406.00			
12/29/2013 Morning 2 tank dive 8 pax		\$70.70	18	\$90.00	\$160.70		\$361.00	9	\$45.00	\$406.00			
12/30/2013 Morning 2 tank dive 8 pax		\$70.70	18	\$90.00	\$160.70		\$361.00	9	\$45.00	\$406.00			
12/31/2013 Morning 2 tank dive 8 pax		\$29.85	18	\$90.00	\$119.85		\$361.00	9	\$45.00	\$406.00			
Totals		\$201.10	72	\$360.00	\$561.10	\$2,326.50	\$1,444.00	36	\$180.00	\$1,624.00	\$1,264.00	\$1,062.50	
Eric	2 pax							Brad Nelson					
1/6/2014 Morning 2 tank dive 2 pax		\$29.85	6	\$30.00	\$59.85		\$105.00	3	\$15.00	\$120.00			
1/8/2104 Morning 2 tank dive 2 pax		\$29.85	6	\$30.00	\$59.85		\$105.00	3	\$15.00	\$120.00			
Totals		\$59.70	12	\$60.00	\$119.70	\$300.30	\$220.00	6	\$30.00	\$240.00	\$180.00	\$120.30	
Travis	4 pax							Turtle divers					
1/16/2014 Morning 2 tank dive 4 pax		\$29.85	9	\$45.00	\$74.85		\$189.00	5	\$25.00	\$214.00			
1/19/2014 Afternoon 2 tank dive 4 pax		\$29.85	9	\$45.00	\$74.85		\$189.00	4	\$20.00	\$209.00			
Totals		\$59.70	18	\$90.00	\$149.70	\$608.30	\$378.00	9	\$45.00	\$423.00	\$333.00	\$273.30	
Kim	2 pax divers 4 pax snorkel							Turtle divers					
1/22/2104 Single tank dive 2 pax 4 snorkel		\$29.85	3	\$15.00	\$44.85		\$180.00	3	\$15.00	\$195.00			
Totals		\$29.85	3	\$15.00	\$44.85	\$315.15	\$180.00	3	\$15.00	\$195.00	\$165.00	\$150.15	

Toby and Tim 2 pax

Brad Nelson



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**PLAINTIFF**

**AND:**

**BOATING MADE EASY LTD**

**DEFENDANT**

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**SCHEDULE 2**

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Date	Description	Boat Charter	Equipment Hire	Total Turnover	Usual cost US\$						Usual Profit US\$	Profit Loss US\$
		Turnover in US\$	(#) at 38US\$ per person per day	Boat charter turnover + equipment hire	Fuel + 2 Stroke	# cylinders used	Cost @ 5 US\$ a fill	Kittiwake discs (oil/water bands (WB))	Cost US\$ one 1000\$ Write Band 3US\$	Total cost US\$	Total Turnover - Usual cost	Usual Profit
11/20/2013	Doug email	\$200.00	n/a	\$200.00	\$29.85	n/a	n/a	4WB	\$20.00	\$49.85	\$150.15	\$150.15
11/20/2013	Juliette email for 23/11/2013	\$500.00	(4) US\$140	\$640.00	\$29.85	10	\$50.00	4D	\$40.00	\$119.85	\$520.15	\$520.15
11/22/2013	Marla email for 29/11/2013 - 8/12/2013	\$762.00	n/a	\$762.00	\$119.40	24	\$120.00	2D	\$20.00	\$259.40	\$502.60	\$502.60
11/23/2013	Robert For 28/11/2013	\$350.00	(2) US\$70	\$420.00	\$29.85	6	\$30.00	2D + 2WB	\$30.00	\$89.85	\$330.05	\$330.05
11/24/2013	Ernie email	\$160.00	n/a	\$160.00	\$29.85	3	\$15.00	2D	\$20.00	\$64.85	\$95.15	\$95.15
11/25/2013	Cara email	\$570.00	(3) US\$210	\$780.00	\$89.55	16	\$80.00	n/a	n/a	\$169.55	\$610.45	\$610.45
11/26/2013	Max 1 pax email for afternoon 28/11/2013	\$350.00	n/a	\$350.00	\$29.85	n/a	n/a	7WB	\$35.00	\$64.85	\$285.15	\$285.15
11/28/2013	Connie 1 pax phone call for afternoon 28/11/2013	\$250.00	n/a	\$250.00	\$29.85	6	\$30.00	2D	\$20.00	\$79.85	\$170.15	\$170.15
12/12/2013	Bob email for 11/01/2014 - 18/01/2014	\$450.00	n/a	\$450.00	\$47.13	n/a	n/a	n/a	n/a	\$47.13	\$402.87	\$402.87
12/14/2013	Jon email	\$285.00	n/a	\$285.00	see Arny Hemmert	12	\$60.00	n/a	n/a	\$60.00	\$225.00	\$225.00
12/15/2013	Armando V email for 21/12/2013	\$210.00	n/a	\$210.00	\$29.85	6	\$30.00	n/a	n/a	\$59.85	\$150.15	\$150.15
12/16/2013	001Y1 phone call for 09/01/2014 - 15/01/2014	\$125.00	n/a	\$125.00	\$29.85	4	\$20.00	1D	\$10.00	\$59.85	\$65.15	\$65.15
12/16/2013	LES 1 pax x 3 days of 2 tank dives* 3 day package	\$285.00	n/a	\$285.00	\$89.55	12	\$60.00	n/a	n/a	\$149.55	\$135.45	\$135.45
12/26/2013	Arny phone call for 27/12/2013 - 31/12/2013	\$450.00	n/a	\$450.00	\$47.13	n/a	n/a	n/a	n/a	\$47.13	\$402.87	\$402.87
12/26/2013	Refined email for 01/01/2014	\$1,444.00	(2) US\$280	\$1,724.00	\$119.40	40	\$200.00	n/a	n/a	\$319.40	\$1,404.60	\$1,404.60
12/27/2013	Richard text message for 28/12/2013	\$500.00	n/a	\$500.00	\$29.85	10	\$50.00	4D	\$40.00	\$119.85	\$380.15	\$380.15
12/27/2013	3 pax 2 tank dive* local rate @ US\$1.25 per person	\$187.50	n/a	\$187.50	see Arny Hemmert	6	\$30.00	n/a	n/a	\$30.00	\$157.50	\$157.50



**Acknowledgement of service of writ of summons (0.12, r.3)**

**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.

CAUSE NO. 60061/2014

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

CAYMAN DIVESHUTTLE LTD

PLAINTIFF

AND:

BOATING MADE EASY LTD

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 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 [ ] no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for the Defendant

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.

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

Ritch & Conolly  
P O Box 1994  
Queensgate House  
113 South Church Street  
George Town  
Grand Cayman KY1-1104

Ref: 13416/sh/EG

Endorsement 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 endorsement]