

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 309 OF 2006

BETWEEN

HARBOUR HOUSE MARINA

PLAINTIFF

AND

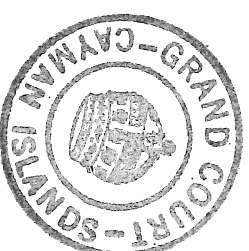
HERBERT HUDDLESTON T/A SUNDANCER CRUISES

DEFENDANT



WRIT OF SUMMONS

**TO: The Defendant
Herbert Huddleston,
c/o West Indies Electronics,
PO Box 2186GT,
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 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 *20th* day of July 2006.

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.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times and is a company carrying out, inter alia, the provision of boat maintenance, repair, construction, sales and storage. The company's address is PO Box 10550 APO, Grand Cayman, B.W.I..
2. The Defendant was at all material times the owner, alternatively the agent of the owner, of a boat named "Gitana" and a boat named "Sundancer".
3. At all material times, and specifically between the dates 3 February 2000 and 21 February 2006, the Plaintiff, by an oral agreement between the Plaintiff and the Defendant, was responsible for the maintenance, repair and storage of the boat "Gitana". By the same oral agreement the Defendant agreed to pay for those services.
4. On 10 March 2006 an invoice in respect of the work carried out on the boat was sent to the Defendant. A Copy of the invoice is appended hereto this Plaint. The cost of works carried out totalled CI\$22,825.70.
5. In breach of the agreement, the Defendant has failed to pay the outstanding sum of CI\$22,825.70 in respect of the boat "Gitana".
6. At all material times, and specifically between the dates 7 February 2000 and 4 November 2004, the Plaintiff, by a further oral agreement with the Defendant, was responsible for the maintenance, service, repair and storage of the boat "Sundancer".
7. On 10 March 2006 an invoice in respect of the work carried out on the boat was sent to the Defendant. A Copy of the invoice is appended hereto this Plaint. The cost of works carried out totalled CI\$10,849.77.
8. In breach of the agreement, the Defendant has failed to pay the outstanding sum of CI\$10,849.77 in respect of the boat "Sundancer".
9. By virtue of the failure to pay each respective outstanding sum, the Defendant has, by virtue of the agreement, been liable to a finance charge in respect of the outstanding

sums. The sums therefore owing as of 29 June 2006 are CI\$25,034.89 and CI\$11,248.96 for "Gitana" and "Sundancer" respectively.

AND the Plaintiff claims:-

1. The sum of CI\$36,283.85
2. Interest calculated at the prescribed rate from date of service to date of judgment.
3. Filing and Ad Velorem fees of CI\$412.83.
4. Costs to be taxed if not agreed.



DIAMOND LAW ASSOCIATES

THIS WRIT OF SUMMONS was issued by DIAMOND LAW ASSOCIATES, Attorneys-at-Law for the Plaintiff, whose address for service is 4th Floor, Cardinal Plaza, Cardinal Avenue, Po Box 2887 GT, George Town, Grand Cayman (Ref: 1047).

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *309* OF 2006

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HARBOUR HOUSE MARINA

PLAINTIFF

AND

HERBERT HUDDLESTON T/A SUNDANCER CRUISES

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

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.

DIAMOND LAW ASSOCIATES 4 th Floor, Cardinal Plaza Cardinal Avenue Po Box 2887 GT George Town Grand Cayman

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

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Harbour House Marina

Account Statement

PO Box 10550 APO
Grand Cayman, B.W.I.
345-947-1307

Account Number:

Gitana

Herb Huddleston

Due Date:

7/30/2006

P. O. Box 2186 GT

Balance:

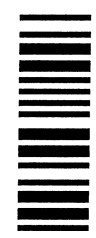
\$25,034.89

Grand Cayman, BWI

Minimum Payment:

\$0.00

Amount Enclosed: _____



Please detach and enclose top portion with payment.

Account Summary

Summary Information

Account Number: Gitana
Name: Herb Huddleston
P. O. Box 2186 GT
Grand Cayman, BWI

Closing Date: 6/29/2006
Due Date: 7/30/2006
Credit Limit: \$0.00
Credit Available: \$0.00

Previous Balance: \$6,070.59
New Charges: \$22,464.30
Credits / Payments: \$3,500.00
New Balance: \$25,034.89

Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Balance Due
\$984.75	\$611.05	\$613.39	\$584.37	\$22,241.33	\$25,034.89

Account Activity

Date	Account Activity	Charges	Credits
7/3/2002	Payment received -- Thank You		\$1,000.00
7/15/2002	New Charge -- Transaction #137850 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
7/29/2002	New Charge -- Transaction #139340 Item: 08939615296 MYSTIC ORANGE CARROT	\$3.00	
7/31/2002	Finance Charge -- Finance Charge #96411	\$72.38	
8/3/2002	Payment received -- Thank You		\$1,000.00
8/12/2002	New Charge -- Transaction #141872 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
8/30/2002	Payment received -- Thank You		\$1,000.00
8/30/2002	New Charge -- Transaction #143053 Item: 8476-1-14 PVC IXFPT ADAPT. Item: 08522603597 1 1/4 BRONZE THRU HULL W/NUT	\$35.85	
31/2002	Finance Charge -- Finance Charge #98722	\$62.51	
9/10/2002	New Charge -- Transaction #144248 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	

Date	Account Activity	Charges	Credits
12/12/2002	New Charge -- Transaction #148374 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
11/20/2002	New Charge -- Transaction #151573 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
11/30/2002	Finance Charge -- Finance Charge #105359	\$60.98	
12/27/2002	New Charge -- Transaction #155622 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
12/31/2002	Finance Charge -- Finance Charge #107771	\$67.48	
1/13/2003	New Charge -- Transaction #157437 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
1/31/2003	Finance Charge -- Finance Charge #110020	\$72.89	
2/14/2003	New Charge -- Transaction #160894 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
2/28/2003	Finance Charge -- Finance Charge #111919	\$70.81	
3/18/2003	New Charge -- Transaction #164411 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
3/19/2003	Return -- Transaction #164554 Item: Equipment / Tool rental Equipment / Tool rental		\$500.00
3/31/2003	Finance Charge -- Finance Charge #114152	\$80.77	
4/30/2003	New Charge -- Transaction #169558 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
4/30/2003	Finance Charge -- Finance Charge #116455	\$74.30	
5/26/2003	New Charge -- Transaction #172454 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
5/31/2003	Finance Charge -- Finance Charge #118771	\$81.24	
6/25/2003	New Charge -- Transaction #176176 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
6/30/2003	Finance Charge -- Finance Charge #120817	\$82.95	
7/30/2003	New Charge -- Transaction #180746 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
7/31/2003	Finance Charge -- Finance Charge #123201	\$90.19	
8/28/2003	New Charge -- Transaction #184727 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
8/31/2003	Finance Charge -- Finance Charge #125627	\$94.66	
9/29/2003	New Charge -- Transaction #189186 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
9/30/2003	Finance Charge -- Finance Charge #128261	\$95.93	
10/29/2003	New Charge -- Transaction #193988 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
10/31/2003	Finance Charge -- Finance Charge #131114	\$103.60	
11/26/2003	New Charge -- Transaction #197766 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
/30/2003	Finance Charge -- Finance Charge #133373	\$104.59	
12/23/2003	New Charge -- Transaction #201470 Item: Storage (Long Term) Storage (per foot per month)	\$292.50	
12/31/2003	Finance Charge -- Finance Charge #135564	\$112.54	

Account Number: Gitana

Date	Account Activity	Charges	Credits
1/31/2004	New Charge -- Transaction #205617	\$292.50	
1/31/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #137875	\$117.02	
2/27/2004	New Charge -- Transaction #208920	\$292.50	
2/29/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #139876	\$113.65	
3/26/2004	New Charge -- Transaction #212541	\$292.50	
3/31/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #142022	\$125.96	
4/30/2004	New Charge -- Transaction #216362	\$292.50	
4/30/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #143946	\$126.22	
5/28/2004	New Charge -- Transaction #219684	\$292.50	
5/31/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #146245	\$136.34	
6/21/2004	New Charge -- Transaction #222705	\$360.00	
7/1/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #148594	\$139.37	
7/23/2004	New Charge -- Transaction #226596	\$360.00	
3/1/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #150553	\$139.21	
8/26/2004	New Charge -- Transaction #230589	\$360.00	
8/31/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #152644	\$149.35	
9/28/2004	New Charge -- Transaction #234112	\$360.00	
9/30/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #154537	\$149.86	
10/19/2004	New Charge -- Transaction #237544	\$360.00	
10/31/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #157104	\$160.18	
11/23/2004	New Charge -- Transaction #242788	\$360.00	
11/30/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #159516	\$160.51	
12/23/2004	New Charge -- Transaction #247998	\$360.00	
12/31/2004	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #161854	\$171.19	
1/25/2005	New Charge -- Transaction #251913	\$360.00	
1/31/2005	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #164942	\$176.87	
2/22/2005	New Charge -- Transaction #257290	\$360.00	
2/23/2005	Item: Storage (Long Term) Storage (per foot per month) New Charge -- Transaction #262796	\$360.00	
3/31/2005	Item: Storage (Long Term) Storage (per foot per month) Finance Charge -- Finance Charge #170035	\$352.06	

Date	Account Activity	Charges	Credits
22/2/2005	New Charge -- Transaction #267678 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
4/30/2005	Finance Charge -- Finance Charge #172751	\$187.14	
5/24/2005	New Charge -- Transaction #272467 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
5/31/2005	Finance Charge -- Finance Charge #175434	\$198.70	
6/22/2005	New Charge -- Transaction #277407 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
6/30/2005	Finance Charge -- Finance Charge #178091	\$197.79	
7/21/2005	New Charge -- Transaction #282122 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
7/31/2005	Finance Charge -- Finance Charge #180813	\$209.71	
8/30/2005	New Charge -- Transaction #288671 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
8/31/2005	Finance Charge -- Finance Charge #183969	\$215.39	
9/23/2005	New Charge -- Transaction #292892 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
9/30/2005	Finance Charge -- Finance Charge #186998	\$213.77	
10/18/2005	New Charge -- Transaction #296714 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
11/17/2005	New Charge -- Transaction #300935 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
11/30/2005	Finance Charge -- Finance Charge #192834	\$450.64	
12/30/2005	Account adjustment December Storage	\$360.00	
12/31/2005	Finance Charge -- Finance Charge #194899	\$237.23	
1/24/2006	New Charge -- Transaction #310187 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
1/31/2006	Finance Charge -- Finance Charge #197678	\$248.41	
2/21/2006	New Charge -- Transaction #314217 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
2/28/2006	Finance Charge -- Finance Charge #200101	\$224.37	
3/24/2006	New Charge -- Transaction #318648 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
3/31/2006	Finance Charge -- Finance Charge #202735	\$253.39	
4/21/2006	New Charge -- Transaction #322160 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
4/30/2006	Finance Charge -- Finance Charge #204924	\$251.05	
5/19/2006	New Charge -- Transaction #326219 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	
5/31/2006	Finance Charge -- Finance Charge #207618	\$264.75	
6/27/2006	New Charge -- Transaction #331077 Item: Storage (Long Term) Storage (per foot per month)	\$360.00	



Harbour House Marina

Account Statement

PO Box 10550 APO
Grand Cayman, B.W.I.
345-947-1307

Account Number:

Due Date:

Balance:

Minimum Payment:

Amount Enclosed:

Herb Huddleston
Sundancer Cruises
Box 2186 GT
Grand Cayman, BWI

Sundancer
7/30/2006
\$11,248.96
\$0.00

Please detach and enclose top portion with payment.



Account Summary

Summary Information

Account Number: Sundancer
Name: Herb Huddleston
Sundancer Cruises
Box 2186 GT
Grand Cayman, BWI

Closing Date: 6/29/2006
Due Date: 7/30/2006
Credit Limit: \$0.00
Credit Available: \$0.00

Previous Balance: \$11,976.86
New Charges: \$4,272.10
Credits / Payments: \$5,000.00
=====
New Balance: \$11,248.96

Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Balance Due
\$134.51	\$130.17	\$134.51	\$121.49	\$10,728.28	\$11,248.96

Account Activity

Date	Account Activity	Charges	Credits
11/3/2004	Payment received -- Thank You		\$5,000.00
11/4/2004	New Charge -- Transaction #240225 Item: Haul 60-69ft Haul 60 - 69ft	\$715.00	
11/4/2004	New Charge -- Transaction #240288 Item: Launch 60-69 Launch 60 - 69ft	\$715.00	
11/18/2004	New Charge -- Transaction #242074 Item: 72783800716 30W 12V REC TWIN LIGHT Item: 69905323161 SAIT CUT-OFF WHEEL 4X1/16X5/8 Item: 815RC175 1-3/4IN BRONZE COLLAR Item: 40 SCREWS/BOLTS Item: 252-X9 SHAFT ZINC 2 Item: TA-5 ZINC PLATE TA-5	\$391.86	
11/30/2004	Finance Charge -- Finance Charge #159517	\$104.64	
12/31/2004	Finance Charge -- Finance Charge #161855	\$106.66	
31/2005	Finance Charge -- Finance Charge #164943	\$134.51	
3/31/2005	Finance Charge -- Finance Charge #170036	\$256.01	

Date	Account Activity	Charges	Credits
30/2005	Finance Charge -- Finance Charge #172752	\$130.17	
5/31/2005	Finance Charge -- Finance Charge #175435	\$134.51	
6/30/2005	Finance Charge -- Finance Charge #178092	\$130.17	
7/31/2005	Finance Charge -- Finance Charge #180814	\$134.51	
8/31/2005	Finance Charge -- Finance Charge #183970	\$134.51	
9/30/2005	Finance Charge -- Finance Charge #186999	\$130.17	
11/30/2005	Finance Charge -- Finance Charge #192835	\$264.68	
12/31/2005	Finance Charge -- Finance Charge #194900	\$134.51	
1/31/2006	Finance Charge -- Finance Charge #197679	\$134.51	
2/28/2006	Finance Charge -- Finance Charge #200102	\$121.49	
3/31/2006	Finance Charge -- Finance Charge #202736	\$134.51	
4/30/2006	Finance Charge -- Finance Charge #204925	\$130.17	
5/31/2006	Finance Charge -- Finance Charge #207619	\$134.51	