



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 192 OF 2009

BETWEEN: Webster's Tours Ltd PLAINTIFF
AND: Kirk Sea Tours (Cayman) Ltd 1ST DEFENDANT
AND: Kirk Henricks 2nd DEFENDANT

TO: Kirk Sea Tours (Cayman) Ltd AND Kirk Henricks
Grand Cayman P.O.Box 30268
Cayman Islands Grand Cayman KY1-1202

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 495 G T, George Town, Grand Cayman, 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 judgment may be entered against you forthwith without further notice.

Issued at George Town, this 22 day of April, 2009.

NOTE: This Writ may not be served later four than (4) calendar months, (or if leave is required to effect service out of the jurisdiction, (six (6) 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 company incorporated under the laws of the Cayman Islands and at all material times carried on the business, inter alia, of doing tours and transfers either for itself or for and on behalf other persons or entities within the islands.
2. The Plaintiff's address for service for purposes of this proceeding is in care of its attorney-at-law, Morris Garcia, Suite #2, Nevlaw Building, George Town, Grand Cayman.
3. The 1st Defendant is a company registered pursuant to the laws of the Cayman Islands and is and was at all material times a customer of the Plaintiff.
4. The 2nd Defendant resides in the Cayman Islands. To the best of the Plaintiff's knowledge he was at all material times a director, officer and the directing mind of the 1st Defendant.
5. On or about 17th September, 2007, the Plaintiff and the Defendants entered into an agreement ('the agreement') whereby the Plaintiff agreed to provide the services of ITS buses to the Defendants to conduct tours and transfers to and from certain specified locations on the islands and in consideration the Defendants would pay the amounts demanded by the Plaintiff in invoices sent to the Defendants.
6. It was a further term of the agreement that the Defendants would be billed for these services on the 15th day of each month based on agreed rates between the parties, with payments expected to be made. In the absence of a specific time frame for the making of the payments such time as was deemed a reasonable time.
7. The Plaintiff will rely on the said agreement for its terms and effects at the hearing of this matter.
8. Between December 13, 2007 and April 29, 2008, the Plaintiff provided a series of such services to the Defendants resulting in the Defendants owing the Plaintiff the outstanding balance of US\$13, 443.00 based on the following invoices which were submitted to the Defendants.

PARTICULARS

<u>Date</u>	<u>Invoice #</u>	<u>Inv Amt</u>	<u>Payment Received</u>	<u>cheque#</u>	<u>Balance owing</u>
13/3/08	3656	US\$ 3,947.00	US\$3,947.00	4273 (part)	\$00000
29/3/08	3731	US\$8,456.00	US\$6,053.00	4273(part)	US\$2,403.00
30/4/08	3731	US\$2,403.00	US\$2,403.00	4321(part)	\$0000.
14/4/08	3791	US\$13,656.00	US\$4,597.00	4321(part)	US\$ 9,059.00
29/4/08	3861	US\$,4,384.00	US\$ NIL	-NIL -	US\$13,443.00

Balance outstanding US\$13, 443.00

10. That the Defendants are in breach of the agreement having not made payments to the Plaintiff towards the settlement of these invoices and as at the date of commencing this proceeding, the Defendants owed to the Plaintiff the sum of US\$13,443.00 exclusive of interest and costs.

11. That notwithstanding demands made by the Plaintiff and its attorney for payment, the Defendants have either failed, neglected or refused to make the balance of the remaining payments to the Plaintiff.

12. That in breach of the terms of the said agreement between the parties, whereby the Defendants must pay off the respective invoices, within a reasonable time of receipt of the invoices, the Defendants' last made a payment on April 30, 2008 and have not made any further payment since then.

13. That as a result of the Defendants' said breach of the said agreement, the Plaintiff has suffered loss and damage and is entitled to the relief sought in this proceeding.

14. Further, the Plaintiff is entitled to and claims interest on the US\$13,443.00 owing to it by the Defendants pursuant to Section 34 of the Judicature Law and the Judgment Debts(Rates of Interest) Rules at the rate of 7.25% from September 1, 2008 to date of issue in the sum of US\$633.50 or under the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall deem fit.

15. Further the Plaintiff is entitled to and hereby claims interest on the said sum of US\$13,443.00 at the said rate of 7.25% from the date of commencement of proceeding to judgment or sooner payment at the rate of US\$ 2.71 per diem.

16. In addition, the Plaintiff also claims legal fees and expenses in relation to the collection of this debt

AND THE PLAINTIFF CLAIMS:-

1. Payment of the principal sum of US\$13,443.00.
2. Pre- and Post Judgment Interest in accordance with the Judicature Law and the Judgment Debt(Rates of Interest) Rules amounting to US\$633.50 as of today's date and increasing thereafter at the rate of US\$ 2.71 per day.
3. Costs, disbursements and legal fees.
4. Such further and/or other relief.

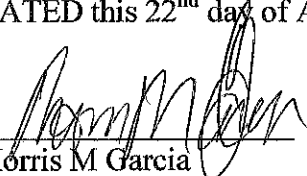
INDORSEMENT

If within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed of US\$13,443.00 plus interest, costs, disbursements and legal expenses) further proceedings will be stayed. The money must be paid to the Plaintiff or its attorneys.

INDORSEMENT REGARDING INTEREST

1. The prescribed rate of interest throughout the relevant period is 7.25% per annum.
2. The date from which interest is calculated is September 1, 2008.
3. The total amount of interest claimed as at the date of the issue of the Writ of Summons is US\$633.50
4. The amount of interest accruing thereafter is US\$2.71 per day.

DATED this 22nd day of April, 2009.



Morris M Garcia

This Writ was issued by Morris M Garcia, Suite #2, Nevlaw Building, George Town, Grand Cayman , attorney-at-law for the Plaintiffs.

Service of the Writ is acknowledged accordingly

(Signed) _____

(Attorney) for:

(Defendant in person)

Address for service:

Note 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 the 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.

Indorsement by the Plaintiff's attorney (or by the Plaintiff if acting in person) of his name and address in the box below.

Morris M Garcia P.O.Box 253,Grand Cayman KY1-1501 Cayman Islands
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Indorsement by the Defendant's ' attorney (or by the Defendant if suing in person) of his name and address in the box below.

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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 495, George Town, Grand Cayman.

2. A defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff acting in person).

If a Statement of Claim is endorsed on the Writ (ie. 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 a Statement of Claim is not endorsed 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 affidavit of his means. The affidavit should state any offer which the defendant desires to make for the payment of the money by installments or otherwise.

See over for notes for guidance

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 a 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.