

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G 120 OF 2017
LACV0092/2016

BETWEEN:

PANCETA ALMARINE PALMER-STEWART

Plaintiff

-AND-

ROBIN MCCARTER

Defendant



WRIT OF SUMMONS

TO: ROBIN MCCARTER
AND TO: BRITISH CAYMANIAN INSURANCE COMPANY LIMITED

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 fourteen (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, 61 Edward Street, George Town, Grand Cayman, Cayman Islands, 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 this 11th day of July 2017

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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is an individual residing in Grand Cayman, Cayman Islands and was born on 4 July 1970.

2. The Defendant is an individual residing in Grand Cayman, Cayman Islands and was born on 28 March 1964.

3. On 12 August 2014 the Plaintiff was lawfully driving her vehicle, registration number 135742, east along Esterley Tibbets Highway towards Camana Bay. As the Plaintiff approached the vicinity of Lakeside Apartments, the Defendant driving a vehicle, registration number Q0977, collided with the rear end of the Plaintiff's vehicle which in turn pushed it into the rear of the vehicle in front.

4. As a result of the accident, the Plaintiff suffered personal injuries, loss, damage, inconvenience and expense.

5. The injuries, loss and damage to the Plaintiff were caused by the Defendant's negligence and/or breach of duty including statutory duty under sections 67 and 68 of the Traffic Law (2011 Revision).

PARTICULARS OF BREACH OF STATUTORY DUTY

a) Failing to exercise due care and attention when using the road and to have due regard to the safety and comfort of other road users and the preservation and protection of public and private property;

b) Failing to drive in such a manner to have full control of the vehicle at all times;

c) Failing to keep any or any proper look-out;

d) Failing to keep a safe distance behind the vehicle ahead;

e) Failing to comply with the signs and signals on the road;

f) Driving the vehicle so as to collide with the rear of the Plaintiff's vehicle;

g) Colliding with the Plaintiff's vehicle;

- 11. The Plaintiff reserves her right to provide further and better particulars of her injuries prior to trial.
- 10. The extent to which the Plaintiff will be able to recover from her injuries is still unknown. She experiences continuing pain. The injuries have permanently affected the Plaintiff's day-to-day life and her enjoyment of it.
- 9. The Plaintiff has suffered and continues to suffer very serious injuries as a result of the accident. Her injuries include:
 - a. Whiplash injury to cervical, upper and lower chest spine and lumbar spine with injury to the lumbar disc L4/5.
 - b. Blunt chest trauma and bruises to chest;
 - c. Blunt abdominal trauma;
 - d. Bruises to the pelvis;

PARTICULARS OF INJURIES

- 8. By reason of the Defendant's negligence and/or breach of statutory duty the Plaintiff suffered personal injuries, loss and damage.
- 7. The Plaintiff reserves the right to provide additional particulars of negligence and/or breach of statutory duty at any time up to and including the trial of the action.
- 6. The Plaintiff will rely on the doctrine of Res Ipsa Loquitur.
 - h) Hitting the Plaintiff's vehicle with such force that it was forced into the rear of the vehicle in front;
 - i) Failing to apply brakes in time or at all;
 - j) Failing to stop, slow down, swerve, or in any way so to manage or control the vehicle so as to avoid the collision;
 - k) Failing to see the vehicle ahead in sufficient time to avoid colliding with it or at all;
 - l) Failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances;
 - m) Failing to maintain the vehicle to an adequate standard.

PARTICULARS OF SPECIAL DAMAGES

12. The Plaintiff has incurred and will continue to incur expenses, including medical expenses as a result of the accident.
13. Full particulars of the Plaintiff's special damages and losses, which are continuing, will be provided at trial.

AND THE PLAINTIFF CLAIMS:

1. Damages;
2. Pre and Post-Judgment interest on damages pursuant to section 34 of the Judicature Law (2013 Revision);
3. Costs;
4. Such further and other relief as this Honourable Court deems just.

Dated this 1st day of July 2017.

Broadhurst
BROADHURST LLC
Attorneys-at-Law for the Plaintiff

This Writ of Summons was issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.

The Plaintiff's claim arises out of the use of a motor vehicle on a public road. The insurer of the vehicle driven by the Defendant named herein is British Caymanian Insurance Company Limited, whose registered office's address is Britcay Management Ltd., P.O. Box 10139, Britcay House, Eastern Avenue, Grand Cayman, Cayman Islands.

INDORSEMENT AS TO INSURER OF MOTOR VEHICLE

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO 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 if acting in person).

If a Statement of Claim is endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen (14) days after his Acknowledgement, 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.

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. For the purpose of calculating the period of fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.

7. Where the Defendant is a MINOR or a MENTAL HEALTH 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. G OF 2017

BETWEEN:

PANCETA ALMARINE PALMER-STEWART

Plaintiff

-AND-

ROBIN MCCARTER

Defendant

ACKNOWLEDGEMENT 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)

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 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 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.

**BROADHURST LLC
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503
GRAND CAYMAN KY1-1104**

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