



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2021

BETWEEN:

STEPHINE MELISSA EBANKS

Plaintiff

-AND-

CHANNING LISBON CONNOR

Defendant

WRIT OF SUMMONS

TO: The Defendant
Channing Lisbon Connor
7 Eric Connor Drive
Cayman Brac
Cayman Islands

And as a Noticed Party to: British Caymanian Insurance Co. Ltd.
BritCay House, 236 Eastern Avenue
George Town, PO Box 74
Grand Cayman KY1-1102

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 495GT, 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 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 15 day of July 2021

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. At all material times the Plaintiff, Stephine Melissa Ebanks, was the operator of a black Road Master bicycle.
2. The Defendant, Channing Lisbon Connor, was at all material times the owner and driver of a 2005 Hyundai H-1 motor vehicle bearing registration number 153 477.
3. On the evening of 26 July 2018, the Plaintiff was operating her bicycle along Gerard Smith Avenue in Cayman Brac. The Defendant who was also driving on Gerard Smith Avenue so negligently drove his vehicle so as to cause a collision with the Plaintiff, knocking her from the bicycle and severely injuring her.
4. The collision was caused by the negligence of the Defendant and or breach of the statutory duties under Sections 67 and 68 the *Traffic Act* 2021.

PARTICULARS

5. The Defendant was negligent and is guilty of breach of the said statutory duties by:
 - 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. driving at a speed which was too fast in the circumstances
 - d. failing to give way;
 - e. failing to keep any or any proper look out;
 - f. failing to see the Plaintiff in time or at all;
 - g. failing to give way to the bicycle on the main road;
 - h. failing to apply his brakes whether in time or at all;
 - i. failing to steer or control his vehicle so as to avoid the said collision;

- j. driving too fast in all the circumstances;
 - k. failing to dim his lights impacting the vision of the Plaintiff;
 - l. failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances;
 - m. failing to take reasonable care in all the circumstances.
6. Further or alternatively, the Plaintiff will rely on the doctrine of *res ipsa loquitor*.
7. By reason of the aforesaid, the Plaintiff has suffered personal injury, loss and damage.

Particulars of Injuries

8. The Plaintiff, whose date of birth is 2nd October 1980, was 38 years old at the date of the collision.
9. The Plaintiff suffered serious injuries as a result of the collision and continues to suffer as a result of the injuries sustained. The injuries include the following:
- a. Brachial plexus injury;
 - b. Pelvic Injury – open book with vertical shear left side – pubic symphysis and Left SI joint diastasis;
 - c. Perineum multiple lacerated wounds with hematoma;
 - d. Laceration over the thigh - degloving injury;
 - e. Open Type #A left proximal tibia comminuted lateral condyle with fracture of head of the fibula and avulsion fracture of medial condyle femur;
 - f. Open comminuted fracture left both bones distal third with bone loss;
 - g. Multiple rib fractures left side (2, 3, 4, 5);
 - h. Right clavicle fracture non-union;
 - i. L5-transverse process and pars fracture;
 - j. Facial and left thigh and groin wounds;
 - k. Compound comminuted fracture of forearm bone Grade 3c/non-union fracture;
 - l. Peroneal nerve injury / drop foot;
 - m. Stroke;
 - n. Whiplash;
 - o. Traumatic brain injuries;
 - p. Soft tissue injuries; and
 - q. Scarring.

10. The extent to which the Plaintiff will be able to recover from her injuries is unknown. Further and better particulars of the Plaintiff's injuries will be provided at trial.

Particulars of Special Damage

11. The Plaintiff has suffered loss and incurred expenses as a result of the collision which are ongoing. Full particulars of special damage will be supplied at a later date by way of a schedule of damages, including but not limited to claims for loss of income, medical treatment, travel, equipment and gratuitous care.

AND THE PLAINTIFF CLAIMS:

- (1) Damages;
- (2) Pre-Judgment interest in accordance with Section 34 of the *Judicature Act* (2017 Revision);
- (3) Post-Judgment interest in accordance with Section 34 of the *Judicature Act* (2017 Revision);
- (4) Costs;
- (5) Such further and other relief as this Honourable Court deems just.

Dated this 15 day of July 2021



Broadhurst LLC
Attorneys-at-Law for the Plaintiff

This Writ and Statement of Claim was issued by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 54 Edward Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, KY1-1104.

ENDORSMENT AS TO INSURER OF MOTOR VEHICLE

The Plaintiff's claim arises out of the use of a motor vehicle on a public road. The insurer of the vehicle of the Defendant named herein is BritCay Insurance Company Limited whose address is BritCay House, 236 Eastern Avenue, George Town, PO Box 74 Grand Cayman KY1-1102P.

**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 Acknowledgment 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 installments 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: OF 2021

BETWEEN:

STEPHINE DAWN EBANKS

Plaintiff

and

CHANNING LISBON COLLINS

Defendant

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him/her 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
[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
54 Edward Street, P.O. Box 2503
George Town, Grand Cayman,
Cayman Islands, 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.

[Empty box for Defendant's Attorney endorsement]