



**GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. OF 2022**

**MARGARET SMITH**

**PLAINTIFF**

**AND**

**NICOLE WEBB**

**DEFENDANT**

**WRIT OF SUMMONS**

**TO: NICOLE WEBB  
99 HUNTERS LINK  
WEST BAY  
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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

***If you fail to satisfy the claim or 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      day of                      2022

***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 Acknowledgement of Service are given with the accompanying form.

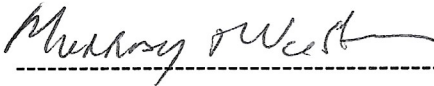
**ENDORSEMENT**

The Plaintiff claims against the Defendant to recover damages for personal injuries in that on or about the 16<sup>th</sup> day of November 2021 the Defendant so negligently drove and operated Toyota Paso with Registration number 205 522 along Shamrock Road, George Town, Grand Cayman in the vicinity of the Red Bay Primary School that she caused the same to violently collide with Toyota Camry motor vehicle bearing Registration Number 144 771, in which the Plaintiff was rear seated and belted passenger, along the said road and thereby occasioned loss and injury to the Plaintiff.

***AND THE PLAINTIFF CLAIMS:***

1. Damages;
2. Interest pursuant to the Judicature Law;
3. Costs.

Dated this 23<sup>rd</sup> day of August 2022.



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Murray & Westerborg  
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of her said Attorneys-at-Law, Second Floor (South West Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.

## Acknowledgment of service of writ of summons (O.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*

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

BETWEEN MARGARET SMITH

PLAINTIFF

AND NICOLE WEBB

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE OF AMENDED 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.**

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....  
[Attorney] for  
[Defendant in person]  
Address for service:

*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 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 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:*

MURRAY & WESTERBORG  
Attorneys-at-Law  
Second Floor (South West Wing)  
Cayman Shipping Centre Building  
10 Shipping Lane  
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:*

[Empty box for Defendant's Attorney indorsement]

*IN THE GRAND COURT OF THE CAYMAN ISLANDS**CAUSE NO. OF 2022**BETWEEN MARGARET SMITH**PLAINTIFF**AND NICOLE WEBB**DEFENDANT***STATEMENT OF CLAIM**

1. The Plaintiff was at all material times a rear seated passenger in Toyota Camry motor vehicle bearing registration number 144 771 owned and driven by Horace Smith (“Toyota Camry”).
2. The Defendant was at all material times the driver of Toyota Paso (“Toyota Paso”) motor vehicle with Registration number 205 522.
3. On or about the 16<sup>th</sup> day of November 2021 the Plaintiff was a belted rear seat passenger in the Toyota Camry, being driven by its owner Horace Smith along Shamrock Road, George Town, Grand Cayman, being driven in a Westerly direction when on reaching the vicinity of the Red Bay Primary School when the Toyota Paso being driven by the Defendant in the opposite direction crashed into the Toyota Camry due to the negligent driving of the Defendant who failed to safely manage and control the said Toyota Paso causing the same to violently collide and impact the Toyota Camry, in which the Plaintiff was a passenger.
4. That the cause of the said accident was the negligent driving of the Defendant.

**Particulars of Negligence**

- (a) Failing to keep any or any proper look-out or to have any or any sufficient regard for other traffic on the said road;
  - (b) Failing to have or to keep any or any proper control of the said motor-vehicle;
  - (c) Colliding into the vehicle in which the Plaintiff was a passenger.
  - (d) Failing to stop, to slow down, to swerve or in any other way so to manage or control the said motorcar as to avoid the said collision.
  - (e) Colliding into a vehicle traveling in its designated lane on the opposite side of the road.
5. The Defendant apologized for the accident and admitted that she was at fault and was the cause of the accident on the scene and to the Police and that the insurers of the said vehicle would settle any and all claims for the damage caused to the Plaintiff.

6. The Defendant's Insurers have accepted liability and have to so far paid the Plaintiffs loss of income to date, settled the vehicular loss of the owner and driver of the Toyota Camry and paid medical expenses of the Plaintiff to date.
7. By reason of the matters aforesaid, the Plaintiff sustained and continues to suffer from severe injuries and has suffered loss and damage.

**Particulars of Injuries**

- (a) Fracture of the distal left radius
- (b) Fracture of the left wrist
- (c) Decreased active supination, wrist flexion and wrist extension
- (d) Limited range and strength in wrist
- (e) Scarring of the wrist
- (f) Numbness in the dorsum of the hand at the thumb-scar and up to the first webspace as well as along the ulnar nerve distribution of the ring and little finger
- (g) Severe degree of disability in carrying out her daily activities because of her upper limb injury
- (h) Decreased capability in terms of endurance and load in performing her tasks from her previous construction job
- (i) Noticeable cognitive and neurological changes following the accident calling for further investigation
- (j) Significant facial injury
- (k) Minor injuries to her legs and in particular her right leg
- (l) Weakness in left arm
- (m) Upper body stiffness
- (n) Tenderness in cervical musculature

**Particulars of Special Damages**

- |      |  |                     |
|------|--|---------------------|
| i)   | Medical Costs                          | paid up to date TBA |
| ii)  | Loss of Income                         | paid up to date TBA |
| iii) | Cost of Medical Report                 | paid up to date TBA |
| iv)  | Updated Special Damages To be Provided |                     |

**Statement as to Interest**

- (i) The prescribed rate of interest from the 16<sup>th</sup> day of November 2021 to date of filing is 2.38%
- (ii) There is currently no accrued interest to date of filing i
- (iii) There is currently no per diem interest

**Schedule of Interest Calculated**

To Be Assessed

***AND THE PLAINTIFF CLAIMS:***

1. Damages
2. Interest thereafter at the relevant Statutory rate(s) since the date of filing pursuant to the Judicature Law.
3. Costs.

Re-dated 23<sup>rd</sup> August 2022



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Murray & Westerborg  
Plaintiff's Attorneys-at-Law