



**GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO:            OF 2022**

**BETWEEN:**

**DANIEL BENITO BRITTON**

**PLAINTIFF**

**AND:**

**LAWRENCE BROWN**

**DEFENDANT**

**WRIT OF SUMMONS**

**TO:** Lawrence Brown  
10 Atlantic Way, George Town, Grand Cayman, Cayman Islands.

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff of 32 Ryan Road, George Town, Grand Cayman, Cayman Islands 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 [    ] day of August 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 Acknowledgment of Service are given with the accompanying form.

And as a Noticed Party to:

Saxon Motor & General Insurance Company Ltd.  
14 Saturn Close  
Eastern Avenue  
P.O. Box 1094  
Grand Cayman, KY1-1102

**STATEMENT OF CLAIM**

1. The Plaintiff is an individual who resides at 32 Ryan Road, George Town, Grand Cayman, Cayman Islands.
2. The Defendant was the driver of a Mercedes-Benz 5350 motor vehicle registration number 197013 ("**the Defendant's vehicle**").
3. On 24 August 2019, at approximately 1.06 pm, the Plaintiff was driving his Esuzu Elf motor vehicle registration number 164883 ("**the Plaintiff's vehicle**") westbound along Crewe Road, adjacent to 328 Crewe Road. The Plaintiff's vehicle was in the nearside westbound lane. The Defendant's vehicle was in the offside westbound lane.
4. Suddenly and without warning, the Defendant's vehicle changed lanes from the offside to the nearside lane and, in doing so, drove into a collision with the front offside of the Plaintiff's vehicle. The collision caused the Plaintiff to lose control of his vehicle, which then collided heavily with a wall.
5. That said accident was caused by the Defendant's negligence and breach of duty, including statutory duty pursuant to section 67 and 68 of the **Traffic Law (2011 Revision)**.
6. At all material times, the Defendant's vehicle was insured with Saxon Motor & General Insurance Company Ltd which had issued a policy of insurance relating to the vehicle in accordance with the **Motor Insurance (Third Party Risks) Law (2012 Revision)**.

**Particulars of Negligence and Breach of Statutory Duty**

7. The accident was caused by the negligence of the Defendant in that he;
  - a) Failed to keep any or any proper lookout;
  - b) Failed to heed the presence of the Plaintiff's vehicle;
  - c) Drove from the offside lane to the nearside lane when it was unsafe;
  - d) Failing to stop, swerve, slow down or otherwise avoid the collision;
  - e) Drove into a collision with the Plaintiff's correcting proceeding vehicle;
  - f) Failed to exercise due care and attention when using the road;
  - g) Failed to have due regard for the safety of other road users;
  - h) Failed to drive in such a manner as to have full control of the Defendant's vehicle at all times;
  - i) Drove in a manner which was not safe in all the circumstances;
  - j) Failed to exercise reasonable skill and care as should be expected of a reasonably skillful and careful driver;
  - k) Was otherwise in breach of sections 67 and 68 of the Traffic Law (2011 Revision).

5. By reason of the aforesaid, the Plaintiff has suffered personal injury, loss and damage.

### **Particulars of General Damage**

6. The Plaintiff's date of birth is 4 May 1997, and at the date of the accident, he was 22 years old.
7. The Plaintiff was not immediately aware of any pain. Over time he became aware of pain in his lower back and headaches. The Plaintiff self-medicated for the pain. The Plaintiff also began suffering from fatigue and an altered demeanour.
8. As the Plaintiff's symptoms did not improve, the Plaintiff attended the Amen clinic on 15 November 2019 where he underwent a brain SPECT scan (a type of scan not available in the Cayman Islands used to diagnose the presence of a traumatic brain injury).
9. The Plaintiff was diagnosed as suffering a brain injury caused by the accident. He was discharged and advised to return for a repeat scan in 6 months if symptoms persisted.
10. When the Plaintiff returned to the Cayman Islands, he attended with Dr Herzig, (Consultant Orthopedic and Trauma Surgeon), where he was advised to undergo imaging so that a treatment plan could be assessed.
11. The Plaintiff also attended with Dr Pierce, Orthogonist in Florida in November for further diagnostic tests and was treated for lower back pain; he was advised to reattend in 2020 for follow-up care.
12. The Plaintiff also received medication from Dr Santiago Bernal Pena in Colombia, who his parents were familiar with and who was provided the SPECT scan.
13. Continued treatment did not occur due to the Covid pandemic and shelter-in-place regulations. The Plaintiff has learned to adjust his life with exercises, stretches and supplements to increase his brain blood flow and improve the tightness in his lower back.
14. The Plaintiff continues to suffer from the neurological consequences of the traumatic brain injury together with low back pain, which is worse when active.

### **Particulars of Special Damage**

15. The Plaintiff's particulars of special damage will be forwarded in due course by way of a Schedule of Loss, including but not limited to claims for costs of past and future medical treatment, medication, loss of earnings, travel, care and assistance.
16. The Plaintiff additionally claims interest pursuant to section 34 of the Judicature Law (2017 Revision) at half the rate as prescribed under the Judgment Debts (Rates of Interest) Rules (as amended) from 15 August 2019 to trial.

**AND THE PLAINTIFF claims:**

1. General and Special Damages
2. Interest in accordance with the Judicature Law (2017 Revision)
3. Costs



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**KSG Attorneys-at-Law  
Attorneys for the Plaintiff**

**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.



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.

KSG Attorneys-at-Law  
4<sup>th</sup> Floor Harbour Centre  
42 North Church Street  
PO Box 2255  
George Town  
KY1-1107  
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.