



**GRAND COURT OF THE CAYMAN ISLANDS
ON**

CAUSE NO: OF 2025

OWEN DEE PORTER

Plaintiff

AND

**The Personal Representative(s) of the
ESTATE OF MERLIN THOMAS SEYMOUR (Deceased)**

Defendant

WRIT OF SUMMONS

TO: The Personal Representative(s) of the
Estate of Merlin Thomas Seymour (Deceased)
Unit 66 Lantern Point Condos
433 Prospect Point Road
Prospect, George Town
Grand Cayman

And as a Noticed Party to: British Caymanian Insurance Company
236 Eastern Avenue
Grand Cayman, KY1-1102
Cayman Islands

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 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 2025.

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. The Plaintiff is Owen Dee Porter, residing at 2666 Shamrock Road, Bodden Town, Grand Cayman, Cayman Islands and at all material times was the owner and driver of a motor vehicle with registration number 194 780.
2. The Defendant is The Personal Representative(s) of The Estate of Merlin Thomas Seymour (Deceased). Merlin Thomas Seymour, now deceased (but hereinafter referred to as “the Defendant”), who resided at Unit 66 Lantern Point Codos, 433 Prospect Point Road, Prospect, George Town, Grand Cayman, was at all material times driving a Chevrolet Silverado with registration 195 396.
3. On 23rd April 2022, the Plaintiff, driving a Toyota Allion, was travelling southbound along North Sound Road, approaching Portland Road, and had stopped for a cyclist riding across the roadway. The Defendant failed to stop, slow down, or maintain a safe braking distance and collided with the rear of the Plaintiff’s stationary vehicle. After the collision, the Defendant left the scene.
4. As a result of the collision, the Plaintiff sustained injuries and suffered loss and damage.
5. The collision was caused by the negligence of the Defendant and/or the breach of his statutory duties under Sections 67 and 68 of the *Traffic Act 2021*.

PARTICULARS OF NEGLIGENCE

6. The Defendant was negligent and guilty of breach of the said statutory duties by:

- a) Failing to maintain a safe braking distance;
 - b) Failing to drive in such a manner as to have full control of the vehicle at all times;
 - c) Failing to keep a proper lookout;
 - d) Failing to drive at a speed and in a manner and at a distance from other vehicles as to be able to stop in an emergency without being involved in a collision;
 - e) Failing to exercise due care and attention when using the road and failing to have due regard to the safety of other road users;
 - f) Failing to keep a watch on the road in front of the vehicle being driven;
 - g) Failing to see the Plaintiff in time or at all;
 - h) Failing to manage the vehicle so as to be able to stop within the limit of vision available at any given time;
 - i) Failing to drive in a way so as to avoid the possibility of collision with any other road user, irrespective of the relative size or condition of the road;
 - j) Failing to stop, to slow down, to swerve, or do anything to manage or control his vehicle so as to avoid a collision;
 - k) Driving at a speed which was too fast in the circumstances;
 - l) Failing to give way;
 - m) Failing to steer or control his vehicle so as to avoid the said collision;
 - n) failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances;
 - o) Failing to apply his brakes whether in time or at all; and
 - p) Failing to comply with the Road Code.
7. Further or alternatively, the Plaintiff relies upon the doctrine of *res ipsa loquitur*, in that the Defendant collided with the rear of the Plaintiff's stationary vehicle. The only inference that can be drawn from the circumstances of the collision was that the Defendant was negligent.

8. By reason of the Defendant's negligence and/or breaches of duty, the Plaintiff has suffered serious and permanent injuries, losses and damages.

PARTICULARS OF INJURIES

9. The Plaintiff, whose date of birth is 2nd December 1970, was 51 years old at the date of the collision (now 54 years old). The collision was high impact and as a result of the force of impact, the Plaintiff was jolted causing injury. The Plaintiff attended at HSA George Town Hospital for treatment.

10. The Plaintiff suffered serious injuries as a result of the collision. The injuries include, but are not limited to, the following:

- a) Hand injury;
- b) Neck injury;
- c) Back injury; and
- d) Psychological stress and anxiety.

11. Further adverse sequelae cannot be ruled out. The Plaintiff reserves the right to provide further and better particulars of his injuries prior to trial.

PARTICULARS OF SPECIAL DAMAGES

12. The Plaintiff has suffered losses and incurred expenses as a result of the collision. 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, past medical treatment, future medical/dental treatment, gratuitous care, interest and costs.

AND THE PLAINTIFF CLAIMS:

- A. General damages;
- B. Special damages;
- C. Pre-judgment and post-judgment interest on special damages from the date of loss pursuant to the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules (as amended)*;
- E. Pre-judgment and post-judgment interest on general damages from the date of issuance of these proceedings pursuant to the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules (as amended)*; and
- G. Costs.

Dated this 19th day of March 2025

Broadhurst

Broadhurst LLC

Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim is issued by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 4thFloor, Monaco Towers, 54 Edward Street, P.O. Box 2503, Grand Cayman KY1-1104, Cayman Islands.

INDORSEMENT AS TO INSURER OF MOTOR VEHICLE

The Plaintiff's claims arise out of the use of a motor vehicle on a public road. The insurer of the vehicle of the Defendant named herein is British Caymanian Insurance Company, 236 Eastern Avenue, Grand Cayman, KY1-1102, Cayman Islands.

INDORSEMENT AS TO INTEREST

Pre-judgment and post-judgment interest on special damages from the date of loss pursuant to the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules* (as amended).

Pre-judgment and post-judgment interest on general damages from the date of issuance of these proceedings pursuant to the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules* (as amended).

**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
CIVIL DIVISION**

CAUSE NO: OF 2025

BETWEEN:

OWEN DEE PORTER

Plaintiff

AND

**The Personal Representative(s) of the
ESTATE OF MERLIN THOMAS SEYMOUR, Deceased**

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.
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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:

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 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.

<p>BROADHURST LLC ATTORNEYS-AT-LAW 54 Edward Street, P.O. Box 2503 George Town, Grand Cayman Cayman Islands, KY1-1104</p>
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Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

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