



**GRAND COURT  
CIVIL DIVISION  
CAUSE NO.**

**OF 2025**

**BETWEEN**

**VERNAL SMITH**

**PLAINTIFF**

**AND**

**BERTHA A. TYRELL**

**DEFENDANT**

**T/A C & B GARDENING**

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**WRIT OF SUMMONS**

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**To: The Defendants**

**BERTHA A. TYRELL  
T/A C & B GARDENING**

**And as a Noticed Party To: VANGUARD  
Risk Solutions  
P.O. Box 2174  
Grand Cayman KY1-1105  
CAYMAN ISLANDS**

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff of 2289 Shamrock Road, Lower Valley, Grand Cayman 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

This Writ and Statement of Claim is Issued by Brady Attorneys at Law whose address for service is 2<sup>nd</sup> Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.

proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this        day of **April 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.

This Writ and Statement of Claim is issued by Brady Attorneys at Law whose address for service is 2<sup>nd</sup> Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.

**STATEMENT OF CLAIM**

1. The Plaintiff, **VERNAL SMITH**, is a 58 years old Gardener and was at all material times an employee of the Defendant **Bertha A. Tyrell t/a C & B Gardening**.
2. The Defendant is a Sole Trader that is duly licensed under the Trade and Business Licence Cayman Islands whose mailing address is P.O. Box 93, Grand Cayman KY1-1601.
3. On or about the April 10th, 2021, the Plaintiff, during the course of his employment, was performing his duty when the brakes of the lawn mower failed causing the lawn mower crashed into a pipe at the side of a house. Consequently, the Plaintiff was thrown from the lawnmower whilst his left foot entangled with the rotating blade.
4. As a result of reason aforesaid incident, the Plaintiff has suffered personal injury, loss and damage and incurred expenses.

**PARTICULARS OF BREACH OF THE DEFENDANT**

5. The Defendant BREACH THE CONYTRACT IN THAT in that he:
  - (a) Expose the Plaintiff to danger or risk of injury;
  - (b) Failing to take measures to ensure that any risk to health and safety Of the Plaintiff was prevented.
  - (c) Failed to service or properly service the lawnmower;
  - (d) Failed to provide safety boots;
  - (e) Failed to provide adequate safety work equipment and/or gears;
  - (f) Failing to discharge the duty of care to the Plaintiff in breach of their contract by giving the Plaintiff a defective lawn mower to operate

**PARTICULAR OF INJURY**

6. Following the incident, the Plaintiff was taken by ambulance to the George Town Hospital. He underwent surgery and was under regular postoperative follow-ups thereafter at

Health City and Rehoboth Physio & Paincare. He was diagnosed as having suffered the following injuries:

- i. Distal phalynx fracture of the great toe;
- ii. Open comminuted fracture of proximal phalynx of 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> toes;
- iii. Extensor tendon injury of 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> toes;

#### FUTURE MEDICAL CARE

- i. Four (4) Months rehabilitations at 2 days per week amount to **\$12,119.76**
  - ii. Physiotherapy once per month for six (6) months amounts to \$ **4,039.92**
7. The Plaintiff experiences pain and stiffness in his left foot, difficulty managing on uneven surfaces, irritation from prolonged shoes wear. There is hyperpigmentation over the MTP and IP joints of the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> toes. He is experiencing palpitation, mild diffuse tenderness presents over the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> toes reduced sensation over the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> toe and more over the 4<sup>th</sup> toe.
  8. Sometime in August 2021, upon my return to work the Plaintiff was presented with a Discharge Form from West Indies Chartered Loss Adjusters demanding the Plaintiff to make an out of court settlement of \$3,264.65. The proviso to this agreement would prevent the Plaintiff from seeking further compensation for the damages of his personal injuries. The Plaintiff was being forced to sign, he felt unduly influence and refused to sign.
  9. On February 28, 2022, the Defendant served the Plaintiff with a termination letter effective Immediately. The Plaintiff has lost income from February to March 2022 amounting to \$7,680.00.
  10. The Plaintiff's medical treatment and expense are continuing as he still purchasing over the Counter pain medication.

#### PARTICULARS OF SPECIAL DAMAGE

i.	Medical Expenses (HSA)	\$ 8,047.77
ii.	Health City	\$ 252.80
iii.	Transportation	<u>\$ 200.00</u>
		<b>\$ 8,500.57</b>

Pursuant to the provisions of the Civil Procedure Rules and the Evidence Act, the Plaintiff intends at the hearing of this Claim to tender into evidence the following documents (copies of which are attached hereto):

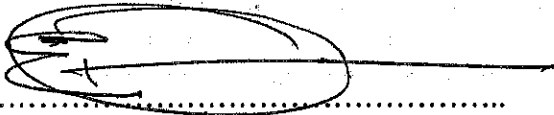
- i. Medical Report Health Services (HSA)

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- ii. Medical Report Health City (Shetty)
- iii. Medical Report Rehoboth Physio & Paincare
- iv. Receipts from HSA
- v. Receipts from Shetty
- vi. Receipts from Rehoboth Physio & Paincare

**AND THE PLAINTIFF CLAIMS:**

- 1. General Damages;
- 2. Special Damages;
- 3. Future medical expenses;
- 4. Interest in accordance with the Judicature Law (2017 Revision);
- 5. Costs;
- 6. Any other relief this court deems necessary



**EVERTON J. DEWAR  
BRADY**

**Attorneys-at-Law 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**

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.

CAYMAN ISLANDS

IN THE GRAND COURT  
CIVIL DIVISION

CAUSE NO. OF 2025

BETWEEN

VERNAL SMITH

PLAINTIFF

AND

BERTHA A. TYRELL  
C & B GARDENING

DEFENDANT

---

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and Delay may result in judgment being entered against a Defendant notes for guidance carefully before completing this whereby he may have to pay the costs of applying to set it aside. form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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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.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes                       no

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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

**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 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.

BRADY Attorneys-at-Law  
2<sup>nd</sup> Floor, Anderson  
Square, 64 Shedden Road,  
P.O. Box 1671, George  
Town Grand Cayman, KY1-  
1109, Cayman Islands.

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]

This WRIT is issued by Brady Attorneys at Law whose address for service is 2<sup>nd</sup> Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands. Email. ejoephdewar@gmail.com