

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 71 OF 2010

BETWEEN:

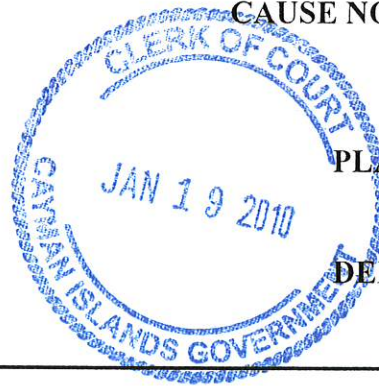
PAUL DEWING

PLAINTIFF

AND:

DANIEL REID

DEFENDANT



SPECIALLY ENDORSED WRIT OF SUMMONS

TO: Daniel Reid
120, John Grey Boulevard
Bodden Town
Grand Cayman

To: Guardian General Insurance Limited C/O their agents
Fidelity Insurance (Cayman) Limited
P.O. Box 2174
George Town
Grand Cayman.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of a 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 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 Acknowledgement 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 January 2010

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.

INDORSEMENT OF INSURER

The Plaintiff's claim arises out of the use of a motor vehicle on a public road. The insurer of the Defendant named herein is Guardian General Insurance Limited for whom also trades under the name Nemwil Insurance.

This Specially Writ was filed by Stenning & Associates, Attorneys-at-Law for the Plaintiff whose address for service is 58, Mary Street, Unit #8 Thompson Building, George Town, Grand Cayman. (JS/757/001)

STATEMENT OF CLAIM

1. The Plaintiff was at all the times material to the issues in these proceedings a Police Dog Handler employed by the Royal Cayman Islands Police (the "RCIP") as well as being resident in the Cayman Islands.
2. The Defendant was at all material times resident in the Cayman Islands.
3. The Defendant was, at 23rd March 2007, the operator of a Honda Accord, registration # Q1638 (the "Vehicle").
4. The Vehicle is insured by Guardian General Insurance Limited, which also trades as and issues motor vehicle insurance policies under the name Nemwil Insurance.
5. Guardian General Insurance Limited's agents, within the Cayman Islands, are Fidelity Insurance (Cayman) Limited, an ordinary resident company that is registered with the Registrar of Companies in the Cayman Islands.
6. On Friday 23rd March 2007 on or around 9:25 p.m. the Plaintiff was walking his dogs along Pedro Castle Road, heading south to Pedro Castle, whilst on duty and dressed in his RCIP uniform, when the Vehicle collided with the Plaintiff (the "Incident").
7. During the material time when the Incident took place, the weather and visibility conditions were good.
8. The road at the point where the Defendant collided with the Plaintiff, at the time of the Incident, was in good condition.

PARTICULARS OF NEGLIGENCE

9. The Incident and the Plaintiff's injuries were caused by the negligent driving of the Defendant. By reason thereof the Plaintiff has suffered severe injuries, loss and damage as herein particularised.

10. The particulars of the Defendant's negligence is set out below;
 - i.) In operating the Vehicle in such a manner and at such a speed that the Defendant was unable to stop in an emergency without avoiding a collision with the same;

 - ii.) In failing to keep any or, alternatively, any proper lookout;

 - iii.) In failing to operate the Vehicle in such a manner that he would be able to stop within the limit of vision at any given time;

 - iv.) In failing to observe that he was about collide with a pedestrian and subsequently correct such action so as to avoid the Plaintiff;

 - v.) In failing to apply the Vehicle's brakes or direct the course of the Vehicle so as to avoid collision with the Plaintiff;

 - vi.) In failing to drive in a manner as to have full control of the Vehicle at all times and by driving in a reckless, dangerous and/or careless manner;

- vii.) In failing to operate the Vehicle with due care and attention and, or alternatively, without reasonable consideration for other persons using the road and/or pavement and, or in the alternative, at a speed that was excessive relative to the road, traffic, visibility and/or weather conditions;
 - viii.) In operating the Vehicle when he was an incompetent driver lacking any reasonable skill and/or self command and ought not to have attempted to operate the said Vehicle; and
 - ix.) Such further and other negligent acts, omissions or statutory breaches as may be discovered or disclosed prior to trial.
12. The fact that the Defendant drove the Vehicle into the Plaintiff is evidence of itself of the Defendant's negligence and breach of the common law and statutory duties owed by him to the Plaintiff. The Plaintiff relies on and pleads the doctrine of *Res ipsa loquitur*.
13. By reasons of the Defendant's negligence the Plaintiff has suffered pain and will continue to suffer future losses and damages attributable to the Defendant who is responsible in both equity and law.

PARTICULARS OF INJURY, LOSS AND DAMAGE

15. As a result of the Incident, the Plaintiff suffered injuries which are summarised, but not limited to, the following;
- a) Fracture to upper left arm;
 - b) Fracture lower right leg;
 - c) Crushing /deformation of the skull;

- d) Severe scalp laceration (de-gloving injury);
- e) Deep brain injury resulting in a 16 day period of coma;
- f) Fracture to top of the nose;
- g) Highly visible scarring on the scalp and forehead;
- h) Calcified protrusion to the lower right leg;
- i) Fusion between the Tibia and Fibula of the right leg;
- j) Highly visible scarring on the left arm's bicep;
- k) Overextension injuries to the lower back;
- l) post traumatic stress;
- m) Ongoing medication required to control seizures as a result of brain injury sustained as a result of the Incident; and
- n) Ongoing pain and discomfort.

16. At the time of the Incident, the Plaintiff was 37 years of age (born 29th January 1970). He enjoyed good health prior to the Incident. As a result of the negligence of the Defendant the Plaintiff has suffered loss or damage as follows:

- a) Loss of income;
- b) Loss of employment opportunity;
- c) Special damages for medical care and other expenses arising from the accident and the Plaintiff's injuries;
- d) General damages for pain, suffering and loss of amenities;
- e) Losses for paid and unpaid assistance;

f) Pre-judgment and post-judgment interest in accordance with the Judicature Law (as amended); and,

g) Such other losses that may later be claimed.

17. The Plaintiff will provide specific details of the claim for special damages prior to trial.

18. By reason of the matters aforesaid, the Plaintiff has suffered personal injury, loss and damage, by the Defendant who is liable in damages due to the Plaintiff.

19. The Plaintiff makes claim for injuries sustained and damages incurred as a result of the Incident against the Defendant, pursuant to The Tort (Reform) Law (1996 Revision) and/or the common law.

20. Pursuant to the Judicature Law (R) the Plaintiffs are entitled to and so claim interest on such sum as may be awarded herein, at such rate and for such period as the Court thinks fit

AND THE PLAINTIFF CLAIMS as follows:

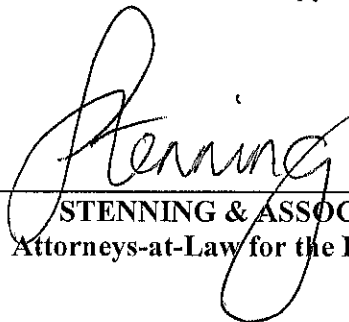
ii. Loss of income;

iii. Loss of employment opportunity;

iv. Special damages for medical care and other expenses arising from and in connection with the Incident and the Plaintiff's injuries;

- v. General damages for pain, suffering and loss of amenities;
- vi. Losses for paid and unpaid assistance;
- vii. Pre-judgment and post-judgment interest in accordance with the Judicature Law (as amended);
- viii. Such other loss as may later be claimed; and
- ix. Such further and other relief as this Honourable Court deems appropriate.

Dated the 19th day of January 2010


STENNING & ASSOCIATES
Attorneys-at-Law for the Plaintiff

TO: Clerk of the Court

AND TO: DANIEL REID
120, John Grey Boulevard
Bodden Town
Grand Cayman

AND TO: FIDELITY INSURANCE (CAYMAN) LIMITED, as agents of
GUARDIAN GENERAL INSURANCE LTD trading as Nemwil
Insurance
P.O. Box 2174
George Town
Grand Cayman.

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 495, 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 installments or otherwise.

See over for notes for guidance

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 his 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.

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.

Endorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

STENNING & ASSOCIATES

Attorneys-at-Law
Unit # 8 Thompson Building
58, Mary Street
George Town
Grand Cayman

REF: JS/JF/1089/001

Endorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.