

IN THE GRAND COURT OF THE CAYMAN ISLANDS

60087
CAUSE NO. OF 2010

BETWEEN:

BUNYAN WHITTAKER



PLAINTIFF



AND:

SCOTIABANK & TRUST (CAYMAN) LTD

DEFENDANT

WRIT OF SUMMONS

TO: Scotiabank & Trust (Cayman) Ltd of PO Box 501, The Bank of Nova Scotia Building, Cardinall Avenue, Grand Cayman KY1-1106

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out herein.

Within fourteen (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, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 3 day of February 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.

STATEMENT OF CLAIM

1. At all material times the Plaintiff was employed by the Defendant as a maintenance worker.
2. On or about 11th November 2007, at approximately 10.30 am, the Plaintiff in the course of his employment, was cleaning a stairwell. As the Plaintiff was cleaning the said stairwell he lost his balance after slipping on debris and liquids, including oil, and fell to the ground and down the stairs thereby causing injury.
3. The said accident was caused by the negligence of the Defendant, its servants or agents.

PARTICULARS OF NEGLIGENCE

The Defendant, and/or alternatively its servants or agents, was negligent in that it:

- (a) Failed to advise or instruct the Plaintiff properly, or at all, in the correct manner of cleaning the stairwell.
 - (b) Caused or permitted the Plaintiff to clean the stairwell when it was unsafe to do so by reason of the matters set out.
 - (c) Failed to ensure that the said stairwell was lit or illuminated adequately or at all thereby preventing the Plaintiff from being able to observe the condition and state of the ground.
 - (d) Failed to warn the Plaintiff of the dangers of working in the manner as set out or otherwise to prevent him from doing so.
 - (e) Failed to supervise the Plaintiff properly or at all.
 - (f) Allowed or permitted debris and/or liquids to be on the ground knowing, or having reasonable grounds for knowing, that the same would cause the Plaintiff to slip and fall, thereby causing a risk of injury.
 - (g) Failed to warn or advise the Plaintiff that there were tripping hazards on the ground.
 - (h) In the premises failed to provide or maintain a safe and proper system of working for the Plaintiff or to instruct the Plaintiff to follow that system.
4. By reason of these matters and the negligence of the Defendant the Plaintiff, who was born on 17th June 1934 has suffered pain, injury, loss and damage.

PARTICULARS OF INJURY AND SPECIAL DAMAGES

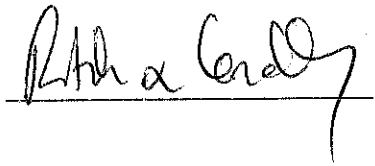
The Plaintiff sustained a soft tissue injury to the right leg, namely a partial tear of the medial ligament/muscle complex and injuries to the right knee, namely an Osteochondritis Dissecans in the medial femur condyle and a horizontal tear in the medial meniscus. Symptoms gave rise to pain and discomfort. The Plaintiff underwent surgery in July 2008. He suffered from a painful and swollen knee and limited mobility. A medical report substantiating the Plaintiff's injuries prepared by Dr. T. Tadros dated 28th August 2009 has already been provided. The prognosis is guarded. The Plaintiff has incurred the cost of medical and other expenses, which to date amount to a sum in the region of CI\$2,500.00, and these are continuing. Full particulars of the Plaintiff's damages and losses will be provided prior to trial by means of a separate schedule.

5. The Plaintiff claims interest upon the damages herein pursuant to section 34 of the Judicature Law (2004 Revision) at the rate of 7.25% from 12th November 2007 to date and sections 4 and/or 5 of the Judgment Debts (Rates of Interest) Rules 1995 (as amended from time to time) or under the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit. Interest on General Damages will be claimed at the rate of 2% from the date of issue of this Writ.

AND THE PLAINTIFF CLAIMS

- (1) Special Damages in the amount of CI\$2,500.00 to date and continuing.
- (2) General Damages to be assessed.
- (3) Pre-Judgment and post-judgment interest to be assessed pursuant to paragraph 5 above hereof and continuing in accordance with section 34 of the Judicature Law (2004 Revision) and interest on General Damages at the rate of 2% from the date of issue of the Writ.
- (4) Costs.
- (5) Such further and other relief as this Honourable Court deems just.

Dated this 3 day of February 2010

A handwritten signature in cursive script, appearing to read "Rita Conolly", is written over a horizontal line.

RITCH & CONOLLY

Attorneys at Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant of PO Box 501, The Bank of Nova Scotia Building, Cardinal Avenue, Grand Cayman KY1-1106

This Writ of Summons and Statement of Claim was filed by Ritch & Conolly on behalf of the Plaintiff whose address for service is P.O. Box 1994, Queensgate House, 113 South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands.

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.

Ritch & Conolly
PO Box 1994
Queensgate House
113 South Church Street
Grand Cayman KY1-1104

MSB/11666/Whittaker, Bunyan

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

**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, Grand Cayman KY1-1106.

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 endorsed 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.