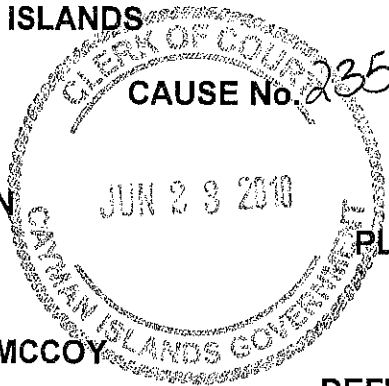
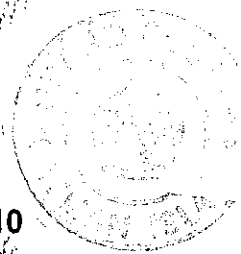


**IN THE GRAND COURT OF THE CAYMAN ISLANDS**



**CAUSE No. 235 of 2010**



**BETWEEN:**

**ANN MARIE DAVIDSON**

**PLAINTIFF**

**AND:**

**RUPERT CHURCHILL MCCOY**

**DEFENDANT**

**TO:** Rupert Churchill McCoy, the Defendant, of P.O. Box 410, George Town, Grand Cayman, Cayman Islands, KY1-1106.

**AND TO:** British Caymanian Insurance Ltd. 236 Eastern Avenue, P.O. Box 74, Grand Cayman, Cayman Islands, KY1-1102.

**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 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 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: 23 June 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.

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**STATEMENT OF CLAIM**

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1. At all material times:
  - 1.1 The Plaintiff was the driver of a private car.
  - 1.2 The Defendant was the owner and driver of a Chevrolet car model S-10 bearing the registration number 107 – 979 (the “Chevrolet”).
  - 1.4 British Caymanian Insurance Ltd., was the insurer for the Chevrolet and is named in this Statement of Claim pursuant to Order 6, rule 4(1) of the GCR.
2. On or about 6 October 2009 on Crewe Road Grand Cayman, Cayman Islands the Plaintiff was driving her car. The Plaintiff had come to a complete stop as she wished to make a right hand turn but could not due to oncoming traffic. The Chevrolet driven and owned by the Defendant collided into the rear of the Plaintiff’s car (the “accident”).
3. The accident was caused by the negligence and/or breach of statutory duty of the Defendant.

**PARTICULARS OF NEGLIGENCE AND/OR BREACH OF STATUTORY DUTY  
OF THE DEFENDANT**

- 3.1 The Defendant:

- 3.1.1 Failed to stop at a reasonable distance from the rear of the Plaintiff's.
  - 3.1.2 Was driving too fast.
  - 3.1.3 Failed to keep any or any proper look out.
  - 3.1.4 Failed to stop, steer, swerve, slow down or otherwise control or manoeuvre the Chevrolet so as to avoid colliding with the Plaintiff.
  - 3.1.5 Collided with the Plaintiff's.
  - 3.1.6 Negligently and/or in breach of Section 59 of the *Traffic Law* (2003 Revision) failed to exercise care and attention and/or to have regard to the safety and comfort of the Plaintiff.
  - 3.1.7 Negligently and/or in breach of Section 60(a) of the *Traffic Law* (2003 Revision) failing to drive in such a manner as to have full control of the Chevrolet car at all material times.
4. By reason of the matters pleaded above, the Plaintiff who is now 34 years of age having been born on 4 July 1976 has suffered pain injury loss and damage.

#### **PARTICULARS OF INJURY**

- 4.1 The Plaintiff was consulted at the Chrissie Tomlinson Memorial Hospital on the day of the accident. She initially complained of pain to her neck, head aches and dizziness. The Plaintiff had regular consultations at Chrissie Tomlinson Memorial Hospital and was

subsequently to the RVC Rehab Services at the Chrissie Tomlinson Hospital in George Town. She continues to suffer neck pain and back pain.

- 4.2 On 18 October 2009, Chrissie Tomlinson Memorial Hospital carried out an MRI of the Plaintiff's brain and cervical spine which found to be remarkable for degenerative disc changes.
- 4.3 Prior to the material accident the Plaintiff had not experienced any problems with her back, neck or hands.
- 4.4 The Plaintiff now has low back pain on a daily basis which interferes with her work so that by the end of the day she is in pain. She continues to suffer from neck pain.
- 4.5 The Plaintiff has found that medication and physiotherapy have offered some assistance but the Plaintiff still suffers from her back injury as a result of the accident.
- 4.6 She is handicapped on the labour market.

#### PARTICULARS OF SPECIAL DAMAGE

Sub-para	Medical Provider	Description	Date	Amount CI\$
4.7.1	Valu-Med Pharmacy	Receipt	4.30	6 October 2009
4.7.2	Valu-Med Pharmacy	Receipt	21.26	7 October 2009
4.7.3	Valu-Med Pharmacy	Receipt	0.70	7 October 2009

4.7.4	Valu-Med Pharmacy	Receipt	5.30	15 October 2009
4.7.5	Cayman Islands Imaging	Receipt	778.40	21 October 2009
4.7.6	Professional Pharmacy	Receipt	48.34	27 October 2009
4.7.7	Valu-Med Pharmacy	Receipt	6.65	2 November 2009
4.7.8	Valu-Med Pharmacy	Receipt	6.35	2 November 2009
4.7.9	Valu-Med Pharmacy	Receipt	5.55	2 November 2009
4.7.10	Valu-Med Pharmacy	Receipt	11.35	30 November 2009
4.7.11	Valu-Med Pharmacy	Receipt	4.25	30 November 2009
4.7.12	Valu-Med Pharmacy	Receipt	4.90	30 November 2009
4.7.13	Valu-Med Pharmacy	Receipt	4.10	30 November 2009
4.7.14	RVC Rehab Services	Letter	600.00	9 December 2009
4.7.15	Miracle Cleaners	Invoice	480.00	23 December 2009
4.7.16	RVC Rehab Services	Receipt	50.00	19 January 2010
4.7.17	Miracle Cleaners	Invoice	70.00	25 January 2010
4.7.18	Chrissie Tomlinson	Letter	1,670.00	12 March 2010

4.7.19	Miracle Cleaners	Invoice	210.00	22 March 2010
4.7.20	Miracle Cleaners	Invoice	300.00	11 June 2010
4.7.21	TOTAL		<b>CI\$4,281.45</b>	

4.8 The Plaintiff is presently employed as a Securitas Clerk with the National Building Society. Since the accident the Plaintiff has been absent from work on sick leave as she has been assessed by several doctors as being medically unfit for 14 days during the period from 7 October 2009 to 1 December 2009. The Plaintiff at the time of the accident and as at today earns the sum of CI\$524.70 per week. The Plaintiff claims the sum of CI\$7,345.80 being for the 14 days sick leave.

4.9 The Plaintiff has had to retain others to assist with her normal domestic chores and claims the costs of such services being provided. Full particulars of this loss will be provided in due course.

4.10 The Plaintiff will file and serve a supplementary Schedule of Special Damages in this cause when such further items have been quantified.

#### PARTICULARS OF FUTURE LOSS

Para	Expense	Amount CI\$
5.1	Loss of salary	T.B.A.
5.2	Further medical procedures and pharmaceutical costs	T.B.A.

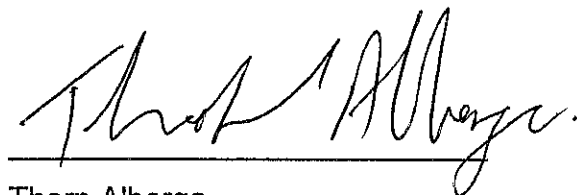
5.3	TOTAL	T.B.A.
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5.4 The Plaintiff will file and serve a supplementary Schedule of Future Loss in this cause when such further items have been quantified.

AND THE PLAINTIFF CLAIMS:

1. Damages;
2. Interest pursuant to Section 34 of the Judicature Law (2007 Revision) and section 3(b) of the Judgment Debts (Rates of Interest) Rules (2008 Revision);
3. Costs.;
4. Such further and/or other relief as may be just.

DATED: 23 June 2010



Thorp Alberga

Attorneys-at-Law for the Plaintiff

If, within the limited for returning the Acknowledgment of Service the Defendant pays the amount claimed to the Plaintiff or its Attorneys further proceedings will be stayed.

TO: The Clerk of the Court

AND TO: Rupert Churchill McCoy, the Defendant, of P.O. Box 410, George Town, Grand Cayman, Cayman Islands, KY1-1106.

AND TO: British Caymanian Insurance Ltd. 236 Eastern Avenue, P.O. Box 74,  
Grand Cayman, Cayman Islands, KY1-1102.

This STATEMENT OF CLAIM was issued by Thorp Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Harbour Place, P.O. Box 472, Grand Cayman KY1-1106 (Ref: CMD/D0424-001).

## IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. of 2010

BETWEEN:

ANN MARIE DAVIDSON

PLAINTIFF

AND:

RUPERT CHURCHILL MCCOY

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE**  
**OF WRIT OF SUMMONS**

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

1.1 Rupert Churchill McCoy, the Defendant, of P.O. Box 410, George Town, Grand Cayman, Cayman Islands, KY1-1106.

1.2 British Caymanian Insurance Ltd. 236 Eastern Avenue, P.O. Box 74, Grand Cayman, Cayman Islands, KY1-1102.

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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

***Please complete overleaf***

**Notes on address for service**

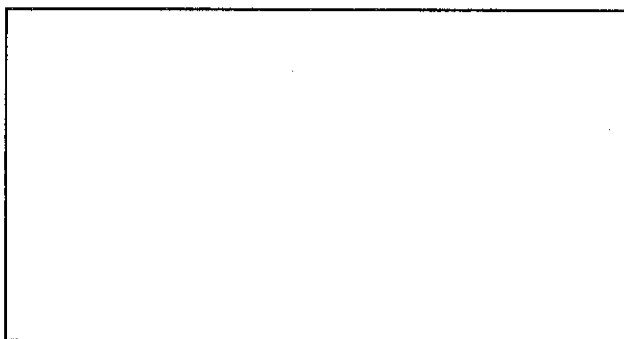
**Attorney:** Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

**Defendant in person:** Where the Defendant is acting in person, he must give his post office box number and 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.*

Thorp Alberga  
Attorneys-at-Law  
P.O. Box 472  
Grand Cayman, KY1-1106  
Cayman Islands  
Attorney: Christopher McDuff  
Phone: (345) 949-0699  
Facsimile: (345) 949-8171  
Email: [cmcduff@thorpalberga.com](mailto:cmcduff@thorpalberga.com)  
Ref: CMD/D0424-001.

*Indorsement 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 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***

**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.