

IN THE GRAND COURT OF THE CAYMAN ISLANDS

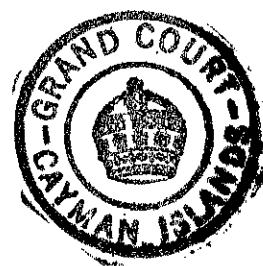
CAUSE NO: 144 OF 1997

BETWEEN: **CAROLYN CUPIDON** as Administratrix of the  
Estate of **DEAN ALFRENCE KNIGHT, DECEASED**  
Plaintiff

AND: **ESTANISLAO CRUZ-MARTINEZ**  
Defendant



WRIT OF SUMMONS



TO: **ESTANISLAO CRUZ-MARTINEZ**  
P.O. Box 18BT  
South Cayman Palms  
Bodden Town  
Grand Cayman

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 3rd day of March, 1997.

NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

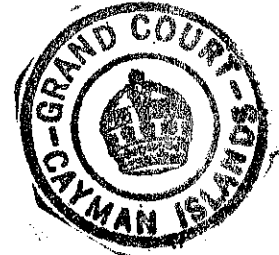
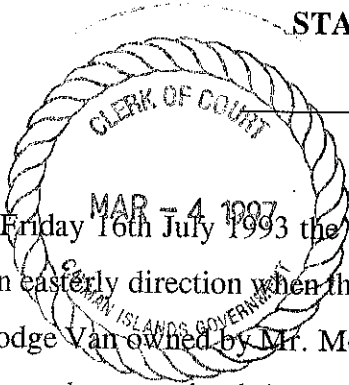
**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

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**STATEMENT OF CLAIM**

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1. On Friday 16th July 1993 the Deceased was riding his bicycle along South Sound Road in an easterly direction when the Defendant so negligently drove, managed and controlled a Dodge Van owned by Mr. Moises Bonilla of South Cayman Palms, Grand Cayman that he caused or permitted the same to collide with the rear of the said bicycle and to knock the Deceased to the ground and to drag the Deceased along the road under the vehicle.

**PARTICULARS OF NEGLIGENCE**

- (1) driving without regard for traffic on South Sound Road;
  - (2) driving too fast;
  - (3) failing to have any or sufficient regard for cyclists on the said road;
  - (4) failing to keep any or any proper look out and/or to observe or heed the presence of the Deceased in sufficient time to avoid colliding with him or at all;
  - (5) failing to apply his brakes in time or at all and/or so to steer or in any other way manage or control the said van so as to avoid the said collision;
  - (6) driving the Van into the rear of the Deceased's bicycle;
  - (7) driving whilst intoxicated. The Plaintiff will rely further on the conviction of the Defendant on his own plea of guilty by the Magistrate's Court of an offence of driving whilst intoxicated under Section 61 of The Road Traffic Law (Revised) at the relevant time. The said conviction is relevant to the issue of the negligence.
2. By reason of the Defendant's said negligence, the Deceased sustained severe personal injuries and suffered loss and damage.

**PARTICULARS OF INJURIES**

The Deceased, who was born on 15th June 1972 suffered bilateral lower extremity severe soft tissue abrasions and right quadriceps muscle and tendon abrasion together with right lateral plantar-sensory loss resulting in a degree of numbness, tingling, pain and motor impairment. As a direct result of the accident and the related injuries the Deceased became psychotic and suffered from paranoid delusional thinking which led him to take his own life on 15th March, 1995.

**PARTICULARS OF SPECIAL DAMAGE**

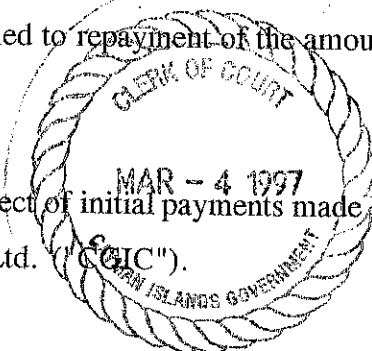
The Deceased is entitled to repayment of the amounts listed in the attached Schedules of Special Damages.

Credit is given in respect of initial payments made by the Defendant's insurers, Cayman General Insurance Company Ltd. ("CIG").

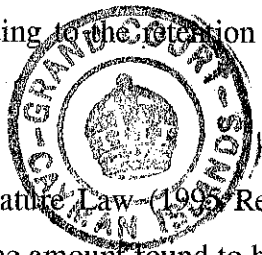
Payments made by the Cayman Islands Government ("CIG") are included in the Schedules as these were made under an obligation to repay.

Expenses and obligations necessarily incurred by the Deceased's mother ("CC") were made as a loan on the understanding that they would be repaid. The Defendant is liable in respect of such payments as set out in the Schedules, which comprise the following:

- (1) Schedule A relates to hospital bills in respect of treatment of the Deceased at the Baptist Hospital, Miami and Grant Center (Deering Hospital), Miami and hospitals/medical centres in the Cayman Islands;
- (2) Schedule B relates to hotel and apartment expenses of the Deceased and his mother whilst attending treatment at medical centres in Miami;
- (3) Schedule C relates to taxi fares incurred by the Deceased and his mother as a result of the accident;
- (4) Schedule D relates to airfares incurred by the Deceased and his mother in attending treatment in Miami;



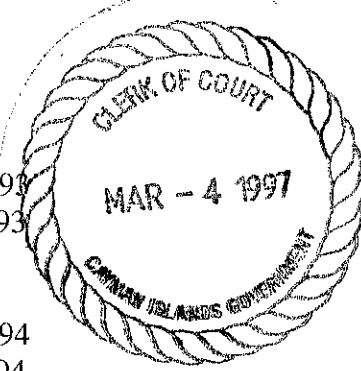
- (5) Schedule E relates to communications charges incurred by the Deceased and his mother in relation to treatments received;
- (6) Schedule F relates to the Deceased's loss of earnings from the date of the accident to the date of his death; and
- (7) Schedule G relates to the Deceased's mother's loss of earnings as a result of providing necessary care for the Deceased whilst he was attending treatment in Miami. She suffered loss as a result in that she was unable to devote time to her job as a real estate agent and consequently lost the opportunity to negotiate sales in the relevant period. She lost her job with Cayman Islands Realty & Development Ltd. on the 9th September, 1993 and was subsequently employed by Re/Max First Cayman Islands Realty ("Re/Max") on 17th December, 1993. As a result of her continued absences she signed an agreement with Re/Max on 19th January, 1994 consenting to the retention of fifty percent (50%) of her commission on each sale.



3. Further, pursuant to Section 34 of the Judicature Law (1995 Revision) the Plaintiff is entitled to and claims to recover interest on the amount found to be due at the prescribed rate of 7 3/8% per annum upon:-

(a) Special damages:

		CIS
i.	to September 30, 1993	280.00
ii.	to December 31, 1993	574.54
iii.	to March 31, 1994	1205.00
iv.	to June 30, 1994	2197.87
v.	to September 30, 1994	2574.94
vi.	to December 31, 1994	2913.03
vii.	to March 31, 1995	3184.70
viii.	to December 31, 1995	9573.56
ix.	to December 31, 1996	12764.75
x.	to March 31, 1997	<u>3184.70</u>



CIS\$44,841.95


and continuing at a rate of CIS\$34.97 per day thereafter; and

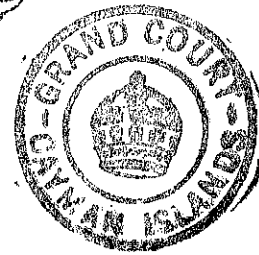
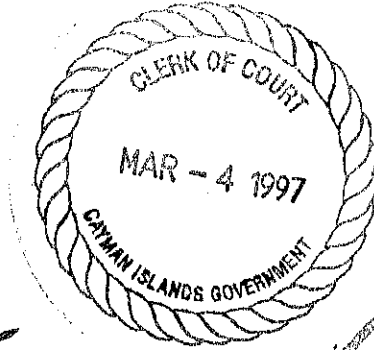
(b) general damages at such rate and for such period as the Court shall think fit.

**AND THE PLAINTIFF CLAIMS:**

1. Damages;
2. Interest pursuant to statute;
3. Costs.

Dated this 3rd day of March, 1997

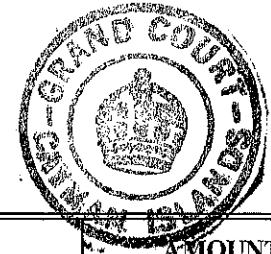
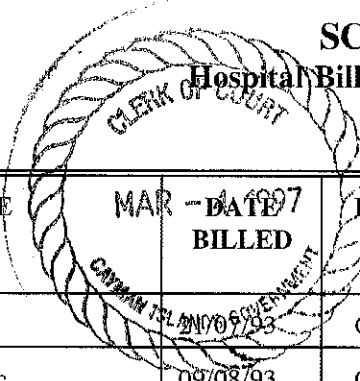
  
\_\_\_\_\_  
Maples and Calder



This Statement Claim was filed by Messrs. Maples and Calder whose address for service is Uglan House, P.O. Box 309, George Town, Grand Cayman, Attorneys-at-Law for the Plaintiff.

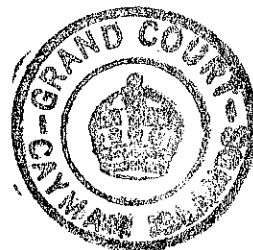
## SCHEDULE A

### Hospital Bills and Medical Expenses



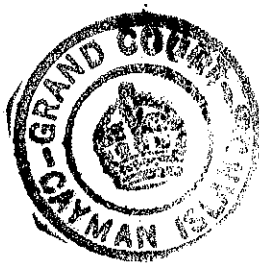
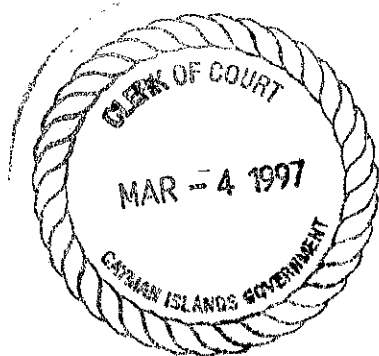
PAYEE	DATE BILLED	PAID BY	AMOUNT		AMOUNT PAID	
			US\$	CI\$	US\$	CI\$
Dr. David Baker	MAR 09/09/93	CGIC	\$1500.00	\$1,230.00	\$1500.00	\$1,230.00
R.R.S. Medical Inc.	09/08/93	CGIC	\$286.58	\$235.00	\$286.58	\$235.00
Dr. John N. Cassel	17/08/93	CGIC	\$9,536.00	\$7819.52	\$9,536.00	\$7819.52
Kendall Anesthesia Associates	25/08/93	CGIC	\$1,275.00	\$1045.50	\$1,275.00	\$1045.50
Kendall Anesthesia Associates	25/08/93	CGIC	\$450.00	\$369.00	\$450.00	\$369.00
Kendall Anesthesia Associates	25/08/93	CGIC	\$405.00	\$332.10	\$405.00	\$332.10
Baptist Hospital of Miami, Rehabilitation Department (Dr. Bradley Aiken)	26/08/93	CGIC	\$540.00	\$442.80	\$540.00	\$442.80
Baptist Hospital of Miami	26/08/93	CGIC	\$30,217.03	\$24,777.96	\$30,217.03	\$24,777.96
Baptist Hospital of Miami (Admitting Department)	26/08/93	CGIC	\$5,773.52	\$4734.29	\$5,773.52	\$4734.29
George Town Hospital	26/08/93	CGIC	\$3921.95	\$3,216.00	\$3921.95	\$3,216.00
Thomas O. Bonner, PhD	02/09/93	CGIC	\$675.00	\$553.50	\$675.00	\$553.50
Baker Jacobson & Levine MD's PA	08/09/93	CGIC	\$945.00	\$774.90	\$945.00	\$774.90
Cayman Medical & Surgical Centre Ltd	10/09/93	CGIC	\$219.51	\$180.00	\$219.51	\$180.00
Cayman Medical & Surgical Centre Ltd	21/09/93	CGIC	\$219.51	\$180.00	\$219.51	\$180.00
Cayman Medical & Surgical Centre Ltd	01/10/93		\$402.43	\$330.00	\$0.00	\$0.00
Cayman Medical & Surgical Centre Ltd	08/10/93		\$439.02	\$360.00	\$0.00	\$0.00
Cayman Medical & Surgical Centre Ltd	30/10/93		\$292.68	\$240.00	\$0.00	\$0.00
Cayman Medical & Surgical Centre Ltd	30/11/93		\$293.90	\$241.00	\$0.00	\$0.00
Baptist Hospital, Miami	23/02/94	CIG	\$4,532.00	\$3716.24	\$4,532.00	\$3716.24
Baptist Hospital, Miami	25/03/94	CIG	\$6,241.87	\$5,118.33	\$6,241.87	\$5,118.33
Grant Center, Deering Hospital (regarding periods 13/01/94 - 03/02/94; 10/05/94 - 04/06/94 and 10/10/94 - 04/11/94)	22/06/94	CIG	\$27,500.00	\$22,550.00	\$27,500.00	\$22,550.00

PAYEE	DATE BILLED	PAID BY	AMOUNT		AMOUNT PAID	
			US\$	CI\$	US\$	CI\$
Grant Center, Deering Hospital (deposits paid by CC in respect of the above invoice.)	22/06/94	CC	\$4,000.00	\$3,280.00	\$4,000.00	\$3,280.00
Dr T Bonner	29/07/94	CIG	\$4,694.00	\$3,849.08	\$4,694.00	\$3,849.08
Dr T Bonner	14/12/94	CIG	\$675.00	\$553.50	\$675.00	\$553.50
Dr A Nowels	07/10/94	CIG	\$1,925.00	\$1,578.50	\$1,925.00	\$1,578.50
Doctors Family Care	25/04/94	CIG	\$3,075.00	\$2,521.50	\$3,075.00	\$2,521.50
Doctors Family Care	10/06/94	CIG	\$2,525.00	\$2,070.50	\$2,525.00	\$2,070.50
Doctors Riemer et al	27/04/94	CIG	\$353.25	\$289.67	\$353.25	\$289.67
Doctors Riemer et al	03/08/94	CIG	\$117.25	\$96.15	\$117.25	\$96.15
Health Infusion - Miami	18/03/94	CIG	\$1,350.00	\$1,107.00	\$1,350.00	\$1,107.00
Health Infusion - Miami	21/03/94	CIG	\$1,890.00	\$1,549.80	\$1,890.00	\$1,549.80
Health Infusion - Miami	14/04/94	CIG	\$1,200.00	\$984.00	\$1,200.00	\$984.00
Health Infusion - Miami	20/05/94	CIG	\$3,120.00	\$2,558.40	\$3,120.00	\$2,558.40
Kendall Anaesthesia	21/03/94	CIG	\$585.00	\$479.70	\$585.00	\$479.70
Kendall Anaesthesia	09/06/94	CIG	\$810.00	\$664.20	\$810.00	\$664.20
Eckards Drug	11/03/94 - 18/04/94	CC	\$398.31	\$326.61	\$398.31	\$326.61
South Dixie Discount Drug	07/04/94 - 02/05/94	CC	\$106.56	\$87.37	\$106.56	\$87.37
My Pharmacy	30/09/94	CC	\$300.95	\$246.77	\$300.95	\$246.77
<b>TOTAL</b>			\$122,791.32	\$100,688.89	\$121,363.29	\$99,517.89
Deduct payments already made by CGIC			\$55,964.10	\$45,890.57		
<b>Total claimed Schedule A</b>			\$66,827.22	\$54,798.32		



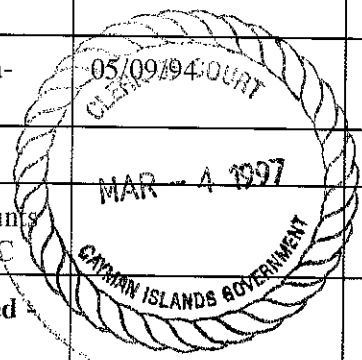
**SCHEDULE B**  
**Hotel & Apartment Bills/Lodging Fees**

PAYEE	DATE BILLED	PAID BY	AMOUNT		AMOUNT PAID	
			US\$	CI\$	US\$	CI\$
Mariott Hotel, Miami	28/07/93	CGIC	\$521.24	\$427.42	\$521.24	\$427.42
Marriott Hotel, Miami	07/08/93	CC	\$228.69	\$187.53	\$228.69	187.53
Wellesley Hotels, Miami	12/08/93	CC	\$320.67	\$262.94	\$320.67	\$262.94
Marriott Hotel, Miami	03/01/94	CC	\$704.84	\$577.96	\$704.84	\$577.96
Marriott Hotel, Miami	13/01/94	CC	\$697.52	\$571.97	\$697.52	\$571.97
Briar Bay Apartments	14/01/94	CC	\$75.00	\$61.50	\$75.00	\$61.50
Briar Bay Apartments	28/01/94	CC	\$503.00	\$412.46	\$503.00	\$412.46
Briar Bay Apartments	29/01/94	CC	\$1,868.00	\$1531.76	\$1,868.00	\$1531.76
Briar Bay Apartments	28/02/94	CC	\$500.00	\$410.00	\$500.00	\$410.00
Briar Bay Apartments	10/03/94	CC	\$1,623.00	\$1330.86	\$1,623.00	\$1330.86
Briar Bay Apartments	07/04/94	CC	\$1,700.00	\$1394.00	\$1,700.00	\$1394.00
Briar Bay Apartments	13/05/94	CC	\$1,700.00	\$1394.00	\$1,700.00	\$1394.00
Young Home Residence	05/09/94	CC	\$400.00	\$328.00	\$400.00	\$328.00
Young Home Residence	03/11/94	CC	\$245.00	\$200.90	\$245.00	\$200.90
Ramada Hotel	04/11/94	CC	\$236.40	\$193.84	\$236.40	\$193.84
<b>TOTALS (Hotel Invoices)</b>			\$11,323.36	\$9,285.14	\$11,323.36	\$9,285.14
Deduct amounts paid by CGIC			\$521.24	\$427.42		
<b>Total claimed - Schedule B</b>			<b>\$10,802.12</b>	<b>\$8,857.72</b>		



**SCHEDULE C**  
**Taxi Fares and Car Rental Fees**

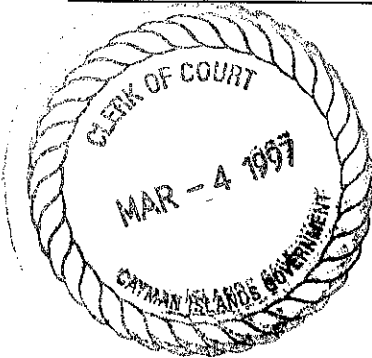
PAYEE	DATE BILLED	PAID BY	AMOUNT		AMOUNT PAID	
			US\$	CIS	US\$	CIS
Yellow Cab	22/24/26/07/93 and 3/5/6/13 & 16/8/93	CGIC	\$69.00	\$56.58	\$69.00	\$56.58
Yellow Cab	3/5/16/08/93	CGIC	\$24.00	\$19.68	\$24.00	\$19.68
Eights Cab	24/07/93 & 18/08/93	CGIC	\$28.00	\$22.96	\$28.00	\$22.96
Super Shuttle	03/09/93	CGIC	\$17.00	\$13.94	\$17.00	\$13.94
Super Shuttle	08/12/93	CC	\$14.00	\$11.48	\$14.00	\$11.48
Taxi Fares	01/94 - 11/94	CC	\$500.00	\$410.00	\$500.00	\$410.00
Alamo Car Rental	23/10/94	CC	\$168.55	\$138.21	\$168.55	\$138.21
Andre Car Rental	13/03/94	CC	\$544.59	\$446.56	\$544.59	\$446.56
Andre Car Rental	21/04/94	CC	\$264.05	\$216.52	\$264.05	\$216.52
Andre Car Rental	06/05/94	CC	\$249.50	\$204.59	\$249.50	\$204.59
Andre Car Rental	18/05/94	CC	\$356.03	\$291.94	\$356.03	\$291.94
Andre Car Rental	28/10/94	CC	\$524.24	\$429.87	\$524.24	\$429.87
Value Rent-a-car	25/04/94	CC	\$411.07	\$337.08	\$411.07	\$337.08
Value Rent-a-Car	05/09/94	CC	\$122.44	\$100.40	\$122.44	\$100.40
<b>TOTALS</b>			\$3,292.47	\$2,699.81	\$3,292.47	\$2,699.81
Deduct amounts paid by CGIC			\$138.00	\$113.16		
<b>Total claimed Schedule C</b>			<b>\$3,154.47</b>	<b>\$2,586.65</b>		



## SCHEDULE D

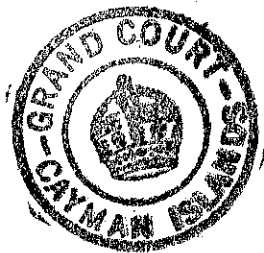
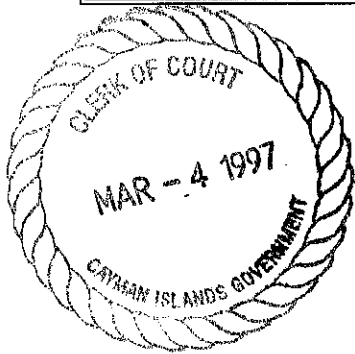
### Airline Fares

PAYEE	DATE BILLED	PAID BY	AMOUNT		AMOUNT PAID	
			US\$	CI\$	US\$	CI\$
Cayman Airways	22/07/93	CGIC	\$726.59	\$595.80	\$726.59	\$595.80
Cayman Airways	22/07/93	CGIC	\$643.32	\$527.52	\$643.32	\$527.52
Airport parking fees	22/07/93	CGIC	\$30.49	\$25.00	\$30.49	\$25.00
Airline surcharge	25/07/93	CGIC	\$25.61	\$21.00	\$25.61	\$21.00
Northwest Airlines	03/08/93	CGIC	\$236.45	\$193.88	\$236.45	\$193.88
Cayman Airways	03/09/93	CGIC	\$236.45	\$193.88	\$236.45	\$193.88
Cayman Airways	03/01/94	CC	\$279.95	\$229.56	\$279.95	\$229.56
United Airlines	13/01/94	CC	\$728.85	\$597.67	\$728.85	\$597.67
United Airlines	29/01/94	CC	\$242.95	\$199.22	\$242.95	\$199.22
United Airlines	05/03/94	CC	\$242.95	\$199.22	\$242.95	\$199.22
United Airlines	08/05/94	CC	\$242.95	\$199.22	\$242.95	\$199.22
Cayman Airways	11/08/94	CC	\$722.95	\$592.82	\$722.95	\$592.82
Cayman Airways	26/08/94	CC	\$248.85	\$204.06	\$248.85	\$204.06
Cayman Airways	05/09/94	CC	\$242.95	\$199.22	\$242.95	\$199.22
Cayman Airways	22/10/94	CC	\$242.95	\$199.22	\$242.95	\$199.22
<b>TOTALS (Airline Fares)</b>			\$5,094.26	\$4,177.08	\$5,094.26	\$4,177.08
Deduct amounts paid by CGIC			\$1,898.91	\$1,557.08		
<b>Total claimed - Schedule D</b>			<b>\$3,195.35</b>	<b>\$2,620.21</b>		



**SCHEDULE E**  
**Communications**

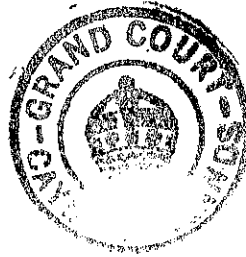
PAYEE	DATE BILLED	PAID BY	AMOUNT		AMOUNT PAID	
			US\$	CI\$	US\$	CI\$
Cable & Wireless	16/08/93	CGIC	\$329.26	\$270.00	\$329.26	\$270.00
Cayman Islands Realty & Development Ltd (Telephone Calls)	23/07 - 11/08/93	CGIC	\$199.31	\$163.44	\$199.31	\$163.44
Cable & Wireless	18/10/93	CC	\$34.15	\$28.00	\$34.15	\$28.00
Cable & Wireless	17/11/93	CC	\$42.68	\$35.00	\$42.68	\$35.00
Cable & Wireless	25/01/94	CC	\$83.66	\$68.60	\$83.66	\$68.60
Cable & Wireless	22/02/94	CC	\$7.32	\$6.00	\$7.32	\$6.00
Federal Express	24/02/94	CC	\$28.00	\$22.96	\$28.00	\$22.96
Cable & Wireless	22/04/94	CC	\$42.93	\$35.20	\$42.93	\$35.20
Cable & Wireless	24/05/94	CC	\$147.56	\$121.00	\$147.56	\$121.00
Cable & Wireless	20/07/94	CC	\$86.83	\$71.20	\$86.83	\$71.20
Cable & Wireless	21/09/94	CC	\$49.51	\$40.60	\$49.51	\$40.60
Cable & Wireless	21/10/94	CC	\$312.44	\$256.20	\$312.44	\$256.20
Sprint	11/02/94 - 18/03/94	CC	\$148.14	\$121.47	\$148.14	\$121.47
AT&T	05/10/94	CC	\$72.83	\$59.72	\$72.83	\$59.72
<b>TOTALS (Misc. Invoices)</b>			\$1,584.62	\$1,299.39	\$1,584.62	\$1,299.39
Deduct amounts already paid by CGIC			\$528.57	\$433.44		
<b>Total claimed - Schedule E</b>			<b>\$1,056.05</b>	<b>\$865.95</b>		



## SCHEDULE F

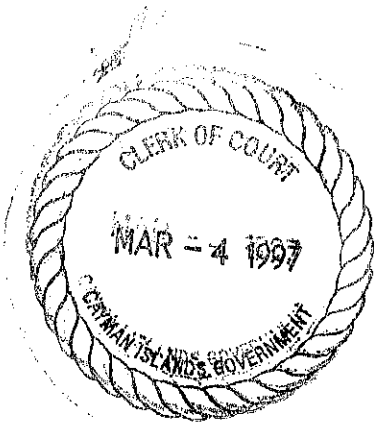
Lost Earnings of the Deceased between the date of  
the accident and the date of death 16/07/93 - 15/03/95 (20 months)

PAYEE	AMOUNT	
	US\$	CI\$
Loss of position as Electronic Technician at Aviation Communications Limited (20 months at CI\$1,000 per month)	\$24390.24	\$20000.00
Loss of position as gardner with Red Bay Yacht Club Apartments (20 months at CI\$200 per month)	\$4878.04	\$4000.00
LESS - Earnings whilst employed at CIBC Trust (06/12/ - 14/12/93) (7 days at CI\$45.77 per day)	(\$390.71)	(\$320.39)
LESS - Earnings whilst employed by CAC Engineering as a stock keeper/helper (12/94 - date of death) (approximately 13 weeks at CI\$220.00 per week)	(\$3487.80)	(\$2860.00)
<b>TOTAL LOST EARNINGS</b>	<b>\$25,389.77</b>	<b>\$20,819.61</b>



**SCHEDULE G**  
**Lost Earnings of the Deceased's Mother**

PAYEE	AMOUNT	
	US\$	CIS
Commission earned on sales negotiated in 1993 prior to the Deceased's accident January - June (six months) = US\$35,770.93 therefore average commission earned per month = US\$5,961.82		
Lost earnings July 1993 - March 1995 (20 months at US\$5,961.82 per month)	\$119,236.40	\$97,773.85
LESS amounts actually earned	(\$18,586.46)	(\$15,240.90)
<b>TOTALS (Loss of Earnings)</b>	<b>\$100,649.94</b>	<b>\$82,532.95</b>



**TOTALS**  
**Schedules A to H**

PAYEE	AMOUNT	
	US\$	CIS
Schedule A	\$66,827.22	\$54,798.32
Schedule B	\$10,802.12	\$8,857.72
Schedule C	\$3,154.47	\$2,586.65
Schedule D	\$3,195.35	\$2,620.21
Schedule E	\$1,056.05	\$865.95
Schedule F	\$25,389.77	\$20,819.61
Schedule G	\$100,649.94	\$82,532.95
<b>AGGREGATE TOTAL OF SPECIAL DAMAGES CLAIMED</b>	<b>\$211,074.92</b>	<b>\$173,081.41</b>

