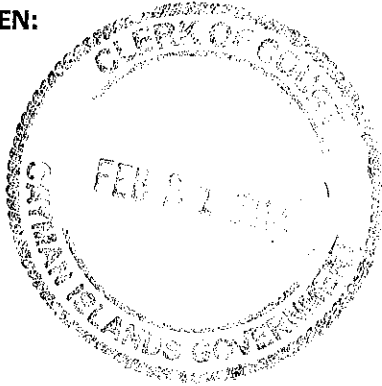


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO: 75 OF 2012

BETWEEN:



ASTON BROWN

PLAINTIFF

AND:

IAN EDWARDS

DEFENDANT

WRIT OF SUMMONS

TO:

Ian Lee Edwards  
Windsor Park  
George Town

And as a Noticed Party to:  
Cayman First Insurance Company Limited  
3<sup>rd</sup> Floor, Harbour Place  
103 South Church Street  
P.O. Box 2171  
Grand Cayman KY1-1105



**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 16<sup>th</sup> day of February 2012.

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. The Plaintiff is a male d.o.b. 15 December 1967 and is a legal resident of the Cayman Islands.
2. On the 7<sup>th</sup> November 2011 at some time between 6 and 6.45 p.m. the Plaintiff was riding a bicycle on Anthony Drive, George Town, Grand Cayman.
3. The street was lit with street lights and the plaintiff was riding a bicycle with a reflective light on the rear and was wearing a light coloured shirt.
4. The defendant was driving along Templeton Drive and attempted to make a right turn across Anthony Drive in the opposite direction from which the plaintiff was travelling.
5. In making this manoeuvre the Defendant right drove across the path of the plaintiff and collided with the Plaintiff striking him on his leg and causing him to fall to the ground.
6. The defendant was driving a Mitsubishi Navita van registration 144693 and insured at the relevant time by Cayman First Insurance Company Limited.
7. The Plaintiff claims that the accident was caused by the negligence of the Defendant.
8. **Particulars of Negligence**
  - (a) Failed to give precedence to the plaintiff who had the right of way.
  - (b) Failed to give any or any sufficient warning of his intention to turn across the traffic.
  - (d) Failed to keep any or any proper look out.
  - (e) Failed to stop, slow down, steer or otherwise control his motor vehicle so as to avoid colliding with the plaintiff.
  - (f) Emerging from a side road in circumstances where it was dangerous to do so.
  - (g) Colliding with the Plaintiff.
  - (h) Exposing the Plaintiff to a foreseeable risk of injury.
  - (i) Failed to take any adequate care for the safety of the Plaintiff.
9. As a result the Plaintiff, who is now aged 44 years, suffered pain, injury, loss and damage.

### **Particulars of injuries**

10. The Plaintiff suffered a transverse fracture of right scaphoid. The plaintiff had to wear a cast for this injury from his wrist to elbow on his right arm from the date of the accident until 24 January 2012. He continues to suffer pain emanating from the fracture site and requires on-going physiotherapy on the injury.
11. The plaintiff suffered soft tissue injuries to his left hip, groin and buttock. These injuries have not resolved and the plaintiff continues to suffer from pain to his groin which restricts his work and personal life.
12. The Plaintiff continues to suffer from the injuries sustained and requires further treatment.

### **Particulars of Special Damage**

13. The Plaintiff has been unable to work since the date of the accident.
14. The Plaintiff was a handyman earning a weekly wage of CI\$450.
15. The Plaintiff has been unable to work and continues to be unable to work as a result of his injuries. He has suffered loss of earnings from the 7<sup>th</sup> November 2011 to date of issue of Writ and continuing at the rate of CI\$450 per week.
16. To the 20<sup>th</sup> February 2012 such loss of earnings totals CI\$6,750.
17. Such loss of earnings is expected to continue for a minimum of 6 weeks from 20<sup>th</sup> February 2012.

### **Medical Costs to date**

18. The Plaintiff has incurred medical expenses to date of \$963.54.

### **Future Medical Costs**

19. The plaintiff continues to require medical treatment for his injuries and requires physiotherapy to assist his recuperation from his hand injury. The plaintiff has no medical insurance. Particulars of loss will be forwarded in due course.

### **Traffic Report**

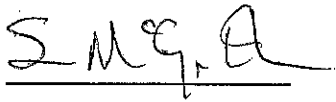
20. The plaintiff claims \$85 for a traffic accident report of the accident.

### **Interest**

21. The Plaintiff claims interest pursuant to section 34 of the Judicature Law (2007 Revision) on the amount found to be due to the Plaintiff at such rate and for such periods as the court thinks fit.

**AND THE PLAINTIFF claims:**

1. General and Special Damages
2. Interest in accordance with the Judicature Law (2007 Revision)
3. Costs
4. Such further and other relief as this Court may deem just

A handwritten signature in black ink, appearing to read 'S M & G A', written over a horizontal line.

**Samson & McGrath**

**Attorneys 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**

## 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.



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.

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman

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