

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *20124* OF 2012

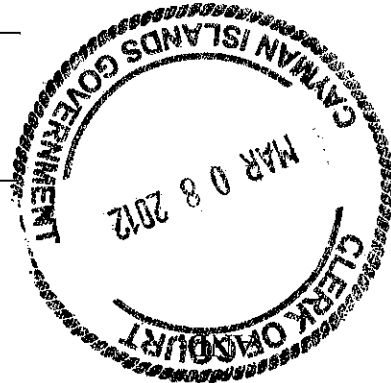
PLAINTIFF

CLARA FAY BUSH YOUNG

DEFENDANT

COLMAR LIMITED T/A AS COLMAR ENTERPRISES

BETWEEN:



WRIT OF SUMMONS



TO:  
COLMAR LIMITED TRADING AS  
COLMAR ENTERPRISES  
P.O. BOX 31492, SMB  
WEST BAY ROAD  
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.

DATED this \_\_\_ day of March, 2012

ISSUED this \_\_\_ day of March, 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.

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**STATEMENT OF CLAIM**

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1. The Plaintiff, is a resident of #5 West Palm Condos, West Bay, Grand Cayman, Cayman Islands and was at all material times an employee and agent of The Caymanian Land & Sea Cooperative Society Limited (the "Employer") whose principal place of business was located on the 2<sup>nd</sup> floor, South Building, Trafalgar Place, West Bay Road, Grand Cayman, Cayman Islands (the "Premises").

2. The Defendant is the owner and operator of Trafalgar Place, West Bay Road, Grand Cayman, Cayman Islands, (the "Proprietor").

3. On 10<sup>th</sup> March 2009, in the course of her employment, the Plaintiff was walking on the walkway outside her employer's office when a piece of floorboard in the walkway lifted up, catching her heel and causing her to trip and fall down approximately ten steps, landing on or about the middle of the staircase at which point, the Plaintiff's heel then got caught underneath a step causing injury to the Plaintiff.

4. The accident and resulting injury were by the negligence and breach of the duty of care on the part of the Defendant, its employees, servants or agents.

**Particulars of Negligence**

5. The Defendant failed to exercise the common duty of care, owed to the Plaintiff, in that it;

i. Cause the walkway to be or to become or to remain in a dangerous condition and/or in such a condition as to hinder the use thereof by the Plaintiff;

ii. Negligently failing to maintain properly the walkway, which was worn and missshapen;

8. As a result of her injuries the plaintiff was transported to the Cayman Islands Hospital for treatment.
7. The Plaintiff, who was born on the 18 May 1952 sustained the following injuries:
- i. Bruising throughout her body;
  - ii. Soft tissue contusion of the right knee;
  - iii. Laceration on the left heel;
  - iv. Severe intra-articular calcaneal fracture of the left foot with joint depression;
  - v. Ankle Synovitis;
  - vi. Peroneal tenosynovitis;
  - vii. General pain and suffering.

**Particulars of Personal Injury**

6. By reason of the Defendant's said negligence, the Plaintiff sustained severe personal injuries and has suffered loss and damage.
- iii. Failing to take any or reasonable care to see that the Plaintiff would be reasonably safe in using her workplace.
  - iv. Failing to give any warning to the Plaintiff that the said walkway was in a dangerous condition;
  - v. Negligently failing to provide and/or maintain a safe means of access down the staircase;
  - vi. Negligently failing to institute a safe or any system of maintenance of the said walkway;
  - vii. Failing to erect any or any adequate warning signs in respect of the dangers upon the area where the Plaintiff was injured;
  - viii. Failing to devise or enforce any or any adequate system of work which would have ensured that the unsafe condition of the walkway was detected and the same remedied before the Plaintiff's accident.

9. The Plaintiff underwent overseas surgery post incident and physiotherapy thereafter and was off on sick leave for a period of 7 months thereafter on half pay.
10. The Plaintiff was required to engage the services of a helper to assist her with her day to day activities whilst recuperating as she was confined to a wheelchair and thereafter on limited mobility with the assistance of a walker.
11. The Plaintiff continues to attempt to lead a normal life but experiences episodes of pain restricting her activities and requiring further consultation with medical professionals and pain management treatment.
12. The Plaintiff has been advised that she may require additional surgical intervention in the future.
13. Further and better particulars of the Plaintiff's injuries will be provided at trial.
14. The Plaintiff has suffered loss of amenity as follows:
  - i. Inability to stand, ascend or descend stairs, or walk for extended periods of time without pain and discomfort.
  - ii. Unable to fully perform usual household chores such as mopping, sweeping and ironing.
  - iii. Inability to continue to be involved in activities such as visiting or walking on the beach, biking or joining a gymnasium.
  - iv. Incapable of lifting heavy items such as suitcases and grocery bags.
15. The Plaintiff has suffered handicap in the labour market as follows:
  - i. The injuries suffered make ascending and/or descending stairs painful and difficult for the Plaintiff.

- ii. The Plaintiff will be limited to employment that do not entail or require the use of stairs. The Plaintiff is due to be retired in less than 2 months due to compulsory retirement at the age of sixty.
- iii. There is a real risk that thereafter the Plaintiff will be out of work or in poorer paid employment as a result of the residual and limiting effects of her injury.

**Particulars of Loss and Damage**

- 16. The Plaintiff was born on 18 May 1952.
- 17. At the time of the injury the Plaintiff was aged 57.
- 18. At the time of issuing proceedings the Plaintiff is aged 59.
- 19. Co-pay cost of medical treatment to date. Full details cannot be ascertained but will be provided at trial.
- 20. Out of pockets expenses. Full details cannot be ascertained but will be provided at trial.
- 21. Loss of earnings. Full details cannot be ascertained but will be provided at trial.
- 22. Future cost of medical treatment. Full details cannot be ascertained but will be provided at trial.
- 23. 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 period as the Court thinks fit.

**AND THE PLAINTIFF CLAIMS:**

- (a) Damages for Pain and Suffering. To be assessed.
- (b) Loss of Earnings. To be assessed.
- (c) Damages for Future Loss of Earnings. To be assessed.
- (d) Damages for Post and Future medical treatment and rehabilitation. To be assessed.
- (e) Damages for cost of engaging house help. To be assessed.

**GOLDFIELD CAYMAN ATTORNEYS-AT-LAW**  
Attorneys-at-Law for the Plaintiff



DATED this 8 day of March 2012

- (e) Damages for cost of engaging house help. To be assessed.
- (f) Pre and Post-Judgment interest on the above damages in accordance with the Section 34 of the Judicature Law (2007 Revision)
- (g) Costs.
- (h) Such further and other relief as this Honourable Court deems just.

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**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF  
WRIT OF SUMMONS**

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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 Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2012

BETWEEN: CLARA FAY BUSH YOUNG PLAINTIFF

AND: COLMAR LIMITED T/A AS COLMAR ENTERPRISES 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.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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 she 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 NO

Service of the Writ is acknowledged accordingly

.....(Signed).....Attorney for the Defendant

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

Goldfield Cayman Attorneys-at-Law  
Rankin's Plaza, 21 Eclipse Drive  
P.O. Box 12212  
Grand Cayman, KY1-1010  
Cayman Islands

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