

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Go180
CAUSE NO. OF 2016

BETWEEN

**NOEL JACKSON
TAJEL SMALL
JEAVHON JACKSON
TENEIL LEE**

PLAINTIFFS

AND

HETTIE ANN BECKFORD

DEFENDANT

WRIT OF SUMMONS

**TO: HETTIE ANN BECKFORD
c/o SAGICOR INSURANCE
SOUTH CHURCH STREET
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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this *30* day of *September* 2016

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 Acknowledgement of Service are given with the accompanying form.

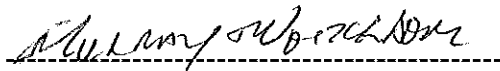
ENDORSEMENT

The Plaintiffs claims to recover damages for personal injuries against the Defendant in that the Defendant negligently drove and operated Kia Serato motor vehicle bearing license number _____ along the Shamrock Road/Red Bay Road in the vicinity of the round-a-bout by the Grand Harbour Shopping Complex/Crewe Road and South Sound Road that she caused the same to collide into the rear of a stationary vehicle being driven by the First Named Plaintiff, being a Rav4 motor vehicle bearing registration number 72 349 resulting in injuries to the First Plaintiff and the Second Third and Fourth Plaintiffs, who were passengers in the said Rav4 motor vehicle.

AND THE PLAINTIFFS CLAIM:

1. General Damages for Personal Injuries;
2. Special Damages
3. Interest;
4. Costs;

Dated this 30th day of September 2016



Murray & Westerborg
Attorneys-at-Law for the Plaintiff.

Acknowledgment of service of writ of summons (O.12, r.3)

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.

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DEFENDANT

**ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

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

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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 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 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:

Murray & Westerborg
Attorneys-at-Law
2nd Floor (South West Wing) Cayman Shipping Centre Building
10 Shipping Lane
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:

[Empty box for Defendant's Attorney Indorsement]

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STATEMENT OF CLAIM

1. The Plaintiffs, were at all material times residents of Prospect, Grand Cayman.
2. The First Named Plaintiff is employed as a Bookkeeper and General Manager of Universal Air Conditioning and was at all material times the driver of Rav4 motor vehicle owned by Kathryn Mary Jackson and bearing registration number 72 349.
3. The Third Named Plaintiff was at all material time a Student and was belted front seat passenger in the said Rav4 motor vehicle.
4. The Second and Fourth Named Plaintiffs were at all material times Students and rear-seated passengers in the said Rav4 motor vehicle.
5. The Defendant was at all material times the owner and driver of Kia Serato motor vehicle bearing registration number and was at all material a resident of the Cayman Islands employed by Sagicor Insurance.
6. On or about the 1st day of October 2013 the First Named Plaintiff was the driver of the said Rav4 vehicle being driven in a south westerly direction along Shamrock/Red Bay Road, George Town, Grand Cayman when on reaching the vicinity of the Grand Harbour Shopping Centre round-a-bout along the said road he stopped his said vehicle behind another vehicle that was allowing vehicles in the round-a-bout safe passage, when the Defendant so negligently drove, managed and controlled the said Kia Serato motor vehicle that she caused the same to violently collide with the rear of the vehicle being driven by the First Named Plaintiff that the same was pushed into the rear of the vehicle in front of the Rav4, which was being driven by a pregnant Police Officer named Sherry Francella.

7. That the cause of the said accident was the negligent driving of the Defendant.

Particulars of Negligence

- (a) Failing to keep any or any proper look-out or to have any or any sufficient regard for other traffic on the said road;
 - (b) Failing to have or to keep any or any proper control of the said motor-vehicle;
 - (c) Colliding into the rear of the vehicle being driven by the First Named Plaintiff;
 - (d) Failing to stop, to slow down, to swerve or in any other way so to manage or control the said motorcar as to avoid the said collision.
 - (e) Colliding into a stationary vehicle.
8. The Defendant admitted that she was at fault and was the cause of the accident on the scene and further, her insurers settled the damage caused to the vehicle being driven by the and the said settlement is relevant to the issue of negligence and liability and the Plaintiff intends to rely thereon as evidence in this action.
9. By reason of the matters aforesaid, the Plaintiffs sustained injuries, loss and damage.

Particulars of Injuries of First Named Plaintiff

- (a) decreased cervical lordosis,
- (b) moderate to severe pain in the right side of the neck;
- (c) moderate to sever pain in the right upper trapezius;
- (d) moderate pain the left side of the neck;
- (e) muscle spasms in bilateral upper trapezius;
- (f) muscle spasm in right sternocleidomastoid;
- (g) muscle spasm in bilateral lumbo-sacral regions from the level of the second lumbar vertebrae extending to the sacrum
- (h) Pain in the right arm.

Particulars of Injuries of Second Named Plaintiff

- a. Right Shoulder pain;
- b. Right should ac dislocation;
- c. Tender Trapezius

Particulars of Injuries of Third Named Plaintiff

- (a). Lower back pain;

Particulars of Injuries of Fourth Named Plaintiff

- i. pain in lower neck;
- ii. pain in left shoulder;
- iii. soft tissue injury of the neck;
- iv. headaches;
- v. visual disturbance
- vi. bilateral cervical paraspinal spasm;
- vii. bilateral upper trapezius spasm.

Particulars of Special Damages

(i)	Past Medical Costs	CI\$3,051.28
(ii)	Loss of Income (First Plaintiff)	TBP
(iii)	Cost of TAR	<u>CI\$ 100.00</u>
		CI\$3,151.28

Statement as to Interest

- (i) The prescribed rate of interest from the 1st October 2013 to the date of filing is 3% per annum;
- (ii) The accrued interest to date of filing is CI\$283.61.64
- (iii) The per diem interest as of the 1st October 2013 is CI\$0.25

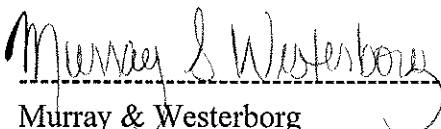
Schedule of Interest Calculated

$$\begin{aligned} & \text{CI\$}296.56 \times 3\% / 1096 \times 365 \\ & (\text{CI\$}296.56 \times .030 \times 3.00) \qquad \qquad \qquad = \text{CI\$}283.61 \end{aligned}$$

AND THE PLAINTIFF CLAIMS:

- 1. Damages
- 2. Accrued Interest to date of filing of CI\$26.64
- 3. Special Damages
- 4. Interest thereafter at the relevant Statutory rate(s) since 1st October 2013 pursuant to the Judicature Law;
- 5. Costs.

Dated 30th day of September 2016



Murray & Westerborg
Plaintiff's Attorneys-at-Law