

IN THE GRAND COURT OF THE CAYMAN ISLANDS

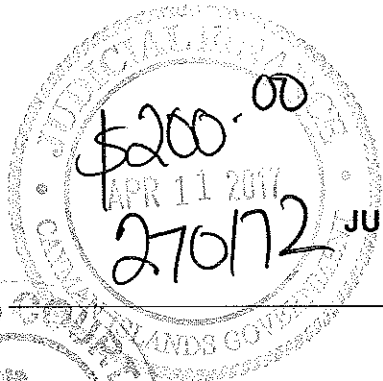
CAUSE NO.: G.....OF 2017 ⁰⁰⁶⁸

BETWEEN:

ELIZABETH DICK

Plaintiff

AND

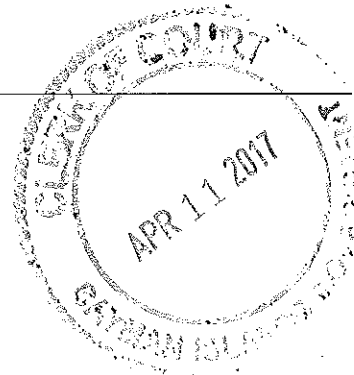


JULIET ANNMARIE GILFILLIAN-CONNOR

Defendant

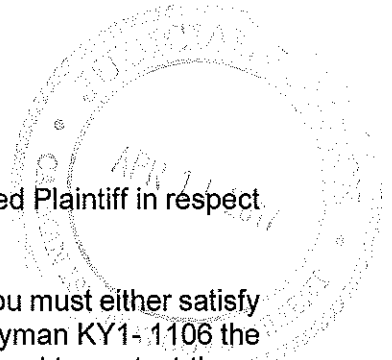
WRIT OF SUMMONS

TO: Juliet AnnMarie Gilfillian-Connor
c/o Cayman Islands Heath Services Authority
Hospital Road, George Town
Grand Cayman



TO: Kadian Dawn Dyer-Edie
c/o Rock Gorgeous Hair
1st Floor Coconut Plaza, 7 Mile Beach
West Bay Road, Grand Cayman.

TO: Saxon Insurance Solutions (Cayman) Ltd
PO Box 1094
14 Saturn Close, Eastern Avenue
Grand Cayman KY1-1102



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of a 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, PO Box 495, George Town, Grand Cayman KY1-1106 the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

Issued this 11th day of April 2017

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.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times resident in the Cayman Islands.
2. The Defendant was, at 10 December 2014, the operator of a white 2003 Daihatsu Charade, registration number Q3739 (the **Vehicle**). The Vehicle at all material times was owned by the Defendant's daughter, Kadian Dyer-Edie.
3. The Vehicle is insured by Saxon Insurance Solutions (Cayman) Ltd, which also trades as and issues motor vehicle insurance policies under the name Saxon MG Insurance.
4. Saxon Insurance Solutions (Cayman) Ltd is a licensed insurance broker in the Cayman Islands and an ordinary resident company that is registered with the Registrar of Companies in the Cayman Islands.
5. On Wednesday, 10 December 2014 on or around 5:30 p.m. the Plaintiff was in the front passenger seat and her husband was driving a 1999 Honda CRV (the **Honda CRV**) traveling north on Edward Street heading toward West Bay Road to Island Club at about 20 mph when the Defendant rear-ended the Honda CRV in which the Plaintiff and her husband were driving (the **Accident**). At the time of the Accident while the Vehicle was crashed into the rear of the Honda CRV, the engine of the Vehicle was accelerating fully.
6. During all material times the Plaintiff was wearing her seatbelt. The front passenger seat of the Honda CRV was fitted with a headrest.
7. During the material time when the Accident took place the weather and visibility were good.
8. The road at the point where the Defendant collided with the Plaintiff's Honda CRV, at the time of the Incident, was in good condition.
9. The Plaintiff claims that the Accident was caused by negligence of the Defendant and/or breach of statutory duty by virtue of sections 76, 77 of the Traffic Law 2011.

PARTICULARS

- a. Failing to exercise due care and attention when using the road and to have due regard to the safety and comfort of other road users and the preservation of public and private property;
- b. Failing to drive in such a manner so as to ensure that she had full control of the Vehicle at all times;

- c. Driving at a speed which was too fast under the circumstances;
 - d. Failing to keep any, or any proper watch on the road in front of the Vehicle being driven;
 - e. Failing to operate the Vehicle in such a manner that she would be able to stop within the limit of vision at any given time;
 - f. Failing to observe that she was about to collide with another vehicle and subsequently correct such action so as to avoid the Honda CRV;
 - g. Failing to apply the Vehicle's breaks or direct the course of the Vehicle so as to avoid collision with the Honda CRV;
 - h. Failing to exercise reasonable skill and care to be expected of a reasonable skillful and careful driver in the circumstances; and
 - i. Driving in a reckless, dangerous and/or careless manner.
10. The fact that the Defendant drove the Vehicle into the rear of the Honda CRV is evidence itself of the Defendant's negligence and breach of the common law and statutory duties owed by him to the Plaintiff. The Plaintiff relies on and pleads the doctrine of *res ipsa loquitur*.
11. By reasons of the Defendant's negligence and breach of duty the Plaintiff has suffered loss and damage including personal injuries, pain and suffering.

PARTICULARS OF INJURY, LOSS AND DAMAGE

12. As a result of the Incident, the Plaintiff sustained injuries diagnosed as whiplash which has severely affected her ability to freely move her neck without pain and restriction.
13. The Plaintiff's neck becomes tired as the day progresses which produces headaches. The Plaintiff has profound weakness in her arms and is unable to lift anything heavier than 10 lbs. Carrying objects is painful.
14. The Plaintiff continues to suffer the effects from her injuries. The Plaintiff to this day suffers from chronic pain and remains unable to resume her normal physical functioning which affects every area of her life, including her ability to return to her employment and is currently on unpaid medical leave of absence. The Plaintiff can no longer participate in sports or endure physical activities that were routine up to the time of the Accident.

15. At the time of the Incident, the Plaintiff was 59 years of age (born 19 September 1955). She enjoyed good health prior to the Incident. As a result of the negligence of the Defendant the Plaintiff has suffered loss or damage as follows:
 - a. Loss of income;
 - b. Loss of employment opportunity;
 - c. Special damages for medical care and other expenses arising from the Incident and the Plaintiff's injuries;
 - d. General damages for pain, suffering and loss of amenities;
 - e. Losses for paid and unpaid assistance;
 - f. Pre-judgment and post-judgment interest in accordance with the Judicature Law (as amended); and
 - g. Such other losses that may later be claimed.
16. The Plaintiff will provide specific details of the claim for special damages prior to trial.
17. By reason of the matters mentioned above, the Plaintiff has suffered personal injuries, loss and damage by the Defendant who is liable in damages due to the Plaintiff.
18. The Plaintiff makes claim for injuries sustained and damages incurred as a result of the Accident against the Defendant, pursuant to The Traffic Law, 2011 and/or common law.
19. Pursuant to the Judicature Law (2007 Revision) the Plaintiff is entitled to and so claims interest on such sum as may be awarded, at such rate and for such period as the Court thinks fit.
20. **AND THE PLAINTIFF CLAIMS** as follows:
 - i. Loss of income;
 - ii. Loss of employment opportunity;
 - iii. Special damages for medical care and other expenses arising from and in connection with the Incident and the Plaintiff's injuries;
 - iv. General damages for pain, suffering and loss of amenities;

- v. Losses for paid and unpaid assistance;
- vi. Pre-judgment and post-judgment interest in accordance with the Judicature Law (2007 Revision);
- vii. Such other loss as may later be claimed; and
- viii. Such further and other relief as this Honourable Court deems appropriate.

Dated this 11TH day of April 2017



Travers Thorp Alberga
Attorneys for the Plaintiff

TO: Clerk of the Court

AND TO: Juliet AnnMarie Gilfillian-Connor
c/o Cayman Islands Heath Services Authority
Hospital Road, George Town
Grand Cayman

AND TO: Kadian Dawn Dyer-Edie
c/o Rock Gorgeous Hair
1st Floor Coconut Plaza, 7 Mile Beach
West Bay Road, Grand Cayman.

AND TO: Saxon Insurance Solutions (Cayman) Ltd
PO Box 1094
14 Saturn Close, Eastern Avenue
Grand Cayman KY1-1102

INDORSEMENT OF INSURER OF DEFENDANT'S MOTOR VEHICLE

Further to GCR Order 6, rule 4:

The Plaintiff's claim against the Defendant is premised on the Traffic Law (2011 Revision) and otherwise from the Defendant's negligent use of the public roadway. The insurer of the Vehicle is Saxon Insurance Solutions (Cayman) Limited, t/a Saxon MG Insurance, whose address is 14 Saturn Close, Eastern Avenue, PO Box 1094, Grand Cayman KY1-1102.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE No. of 2017

BETWEEN

ELIZABETH DICK

Plaintiff

AND

JULIET ANNMARIE GILFILLIAN-CONNOR

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 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 no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

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.

Travers Thorp Alberga
Attorneys-at-Law
P.O. Box 472
Grand Cayman, KY1-1106
Cayman Islands
Attorney: Charmaine Richter
Phone: (345) 949-0699
Facsimile: (345) 949-8171
Email: crichter@tta.lawyer
Ref: CR/D0516-001

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

[Empty box for Defendant's Attorney indorsement]

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.

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.