

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. G 87 OF 2017**

**BETWEEN:**

**SHAMARA ANNALECIA HENRY**

Plaintiff

**-AND-**

**RAUL PHILLIP WALTON**

First Defendant

**MCALPINE LIMITED**

Second Defendant



**WRIT OF SUMMONS**

TO: RAUL PHILLIP WALTON  
AND TO: MCALPINE LIMITED  
AND TO: ROYALSTAR ASSURANCE LTD.



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 fourteen (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, 61 Edward Street, George Town, Grand Cayman, Cayman Islands, 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 contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 29<sup>th</sup> day of May 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 issued unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Services are given with the accompanying form.

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## STATEMENT OF CLAIM

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1. At all material times the Plaintiff was an individual residing in Grand Cayman, Cayman Islands.
2. At all material times the First Defendant was the driver of a white Hyundai McAlpine Truck, registration number 131732 ("McAlpine Truck?").
3. At all material times the Second Defendant was the registered owner of the McAlpine Truck.
4. On 28 January 2017 at about 11:30am the First Defendant was driving a McAlpine Truck along Shedden Road towards the Airport. The Plaintiff was a front seat passenger in a grey Honda Civic, registration number 123097, travelling in the same direction as the First Defendant when at the conjunction of Printer's Way, the Honda Civic was brought to a stop to allow another vehicle to make a right turn onto Printer's Way. Whilst the Honda Civic was stationary the First Defendant collided with its rear which in turn pushed it into the rear of the vehicle in front.
5. As a result of the accident, the Plaintiff suffered personal injuries, loss, damage, inconvenience and expense.
6. The injuries, loss and damage to the Plaintiff were caused by the First and Second Defendants negligence and/or breach of duty including statutory duty under sections 67 and 68 of the Traffic Law (2011 Revision).

### PARTICULARS OF BREACH OF STATUTORY DUTY

- 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 and protection of public and private property;
- b) Failing to drive in such a manner to have full control of the vehicle at all times;
- c) Failing to keep any or any proper look-out;
- d) Failing to keep a safe distance behind the vehicle ahead;
- e) Failing to comply with the signs and signals on the road;

- f) Driving the vehicle so as to collide with the vehicle ahead;
  - g) Driving into the rear and colliding with the vehicle ahead;
  - h) Failing to apply brakes in time or at all;
  - i) Failing to stop, slow down, swerve, or in any way so to manage or control the vehicle so as to avoid the collision;
  - j) Failing to see the vehicle ahead in sufficient time to avoid colliding with it or at all;
  - k) Failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances;
  - l) Failing to maintain the vehicle to an adequate standard.
7. The Plaintiff will rely on the doctrine of Res Ipsa Loquitur.
8. The Plaintiff reserves the right to provide additional particulars of negligence and/or breach of statutory duty at any time up to and including the trial of the action.
9. By reason of the First Defendant's and/or Second Defendant's negligence and/or breach of statutory duty the Plaintiff suffered personal injuries, loss and damage.

**PARTICULARS OF INJURIES**

10. The Plaintiff has suffered and continues to suffer very serious injuries as a result of the accident. Her injuries include:
- a. Whiplash Associated Disorder;
  - b. Constant pain in her neck and back;
  - c. Upper Limb weakness.
11. The extent to which the Plaintiff will be able to recover from her injuries is still unknown. She experiences continuing pain. She has been unable to resume her usual occupation and physical activities. The injuries have permanently affected the Plaintiff's day-to-day life and her enjoyment of it.
12. The Plaintiff reserves her right to provide further and better particulars of her injuries prior to trial.

**PARTICULARS OF SPECIAL DAMAGES**

13. The Plaintiff has incurred and will continue to incur expenses, including medical expenses as a result of the accident. The Plaintiff has been unable to work subsequent to the accident.
14. Full particulars of the Plaintiff's special damages and losses, which are continuing, will be provided at trial.

**AND THE PLAINTIFF CLAIMS:**

1. Damages;
2. Pre and Post-Judgment interest on damages pursuant to section 34 of the Judicature Law (2013 Revision);
3. Costs;
4. Such further and other relief as this Honourable Court deems just.

Dated this 29<sup>th</sup> day of May 2017.



**BROADHURST LLC**  
Attorneys-at-Law for the Plaintiff

This Writ of Summons was issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.

**INDORSEMENT AS TO INSURER OF MOTOR VEHICLE**

The Plaintiff's claim arises out of the use of a motor vehicle on a public road. The insurer of the vehicle driven by the First Defendant named herein is Royalstar Assurance Ltd c/o Fidelity Insurance (Cayman) Limited, P.O. Box 2174, Grand Cayman, Cayman Islands.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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

BETWEEN: CAUSE NO. G OF 2017

SHAMARA ANNALECIA HENRY

Plaintiff

-AND-

RAUL PHILLIP WALTON

First Defendant

MCALPINE LIMITED

Second 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 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

Service of the Writ is acknowledged accordingly  
(Signed) \_\_\_\_\_

[Attorney] for  
[Defendant in Person]

Address for service:

*Please see 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 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.

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

**BROADHURST LLC**  
ATTORNEYS-AT-LAW  
40 LINWOOD STREET  
PO BOX 2503  
GRAND CAYMAN KY1-1104

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