

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: 64 OF 2018

BETWEEN:

MICHELLE BEAUMONT

Plaintiff

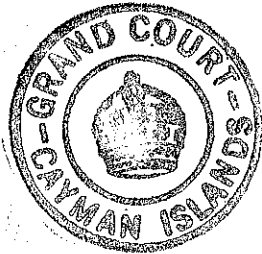
AND

DR. ENOKA RICHENS

First Defendant

SEVEN MILE MEDICAL CLINIC LIMITED

Second Defendant



AMENDED WRIT OF SUMMONS



TO: Dr. Enoka Richens
C/o CTMH Doctors Hospital
16 Middle Road
George Town
KY1-1104
Cayman Islands

Seven Mile Medical Clinic Limited
George Town
Grand Cayman
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 105 Tivington Drive, Bodden Town, Grand Cayman, 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 495, 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 27 day of Dec 2018

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.

And as a Noticed Party to:

AMENDED STATEMENT OF CLAIM

1. The Plaintiff is a 53 year old Afro-Caribbean female (D.O.B. 4 November 1964). At all material times the Plaintiff was a patient of the First Defendant.
2. The First Defendant is a Board Certified Family Physician and a Member of the Canadian College of Family Physicians. She has been practicing medicine in the Cayman Islands since December 2006.
3. The Second Defendant ~~is a~~ was at all material times a resident limited company duly registered in accordance with the law of the Cayman Islands, which at the time of issuing these proceedings was active with a registered address at Queens Court Plaza, West Bay Road, P.O. Box 31318 and incorporated on 6 September 2010, registration number 245012. At all material times it carried on business in ~~medical clinic based in the~~ Grand Cayman, Cayman Islands in ~~whose business is~~ the provision of medical services.
4. The First Defendant was at all material times employed or engaged by the Second Defendant to provide medical advice, treatment and services at the Second Defendant's medical clinic. The First Defendant acting in the course of her employment or engagement by the Second Defendant provided medical advice and treatment to the Plaintiff.
5. Further or alternatively, the First Defendant was at all material times the servant or agent of the Second Defendant engaged to provide medical advice, treatment and services at the Second Defendant's medical clinic. The First Defendant acting as servant or agent of the Second Defendant provided medical advice and treatment to the Plaintiff.
6. Prior to seeking medical services from the First Defendant, the Plaintiff suffered with a pre-existing chronic kidney disease which had not been fully evaluated, investigated or

treated and was manifest by proteinuria, haematuria, raised blood pressure and poor renal function tests.

7. On 31 March 2015, the Plaintiff consulted an obstetrician and gynaecologist (Dr. Sharlene Kreitlow) regarding the possibility of pregnancy. She was noted to have severe hypertension, severe proteinuria and a history of renal disease. A blood test showed that the Plaintiff has highly elevated potassium, creatinine and urea.
8. On 2 April 2015, the Plaintiff consulted with the First Defendant at the Second Defendant's medical clinic. Despite the Plaintiff presenting with hyperkalaemia, along with a biochemical and clinical profile of severe chronic kidney disease, the First Defendant did not advise the Plaintiff that it was appropriate to hospitalize her. Alternatively, the First Defendant prescribed the drug Valsartan in order to treat and/or manage the Plaintiff's blood pressure.
9. From the First Defendant's medical notes, it is evident that she was aware of the following on 2 April 2015:
 - (a) That the Plaintiff had suffered with longstanding renal problems which had not been investigated in the past;
 - (b) That the Plaintiff had a creatinine of 3.54 equivalent to 300 in UK values;
 - (c) That the Plaintiff had a urea of 63;
 - (d) That the Plaintiff had a raised potassium of 6.7. However, Dr. Richens notes that Dr Krietlow attributes this to processing delay;

(e) That the Plaintiff had persisting proteinuria; and

(f) All of the Plaintiff's blood test results.

10. On 4 April 2015, a further biochemical assessment was conducted by the First Defendant. However, this assessment did not include a repeat blood potassium assessment.

11. On 13 April 2015, in spite of a decline in renal function manifest by a creatinine which had risen from 3.54 to 4.9 (300 to 433), the First Defendant increased the Plaintiff's Valsartan dosage to 160mg per day.

12. On 20 April 2015, the Plaintiff attended the Accident and Emergency Department of George Town Hospital, Grand Cayman, with an acute kidney injury and hyperkalaemia which required intravenous therapy. She is now left with severely compromised renal function and possibly requiring a kidney transplant.

Particulars of Negligence

13. The First Defendant, whilst engaged by the Second Defendant, was negligent in that she failed to use reasonable care and skill when providing treatment and/or medical advice to the Plaintiff.

14. The Plaintiff contends that the First Defendant was negligent and in breach of her duty of care to the Plaintiff as she:

(a) Failed to hospitalize the Plaintiff with hyperkalaemia, following the medical consultation on 2 April 2015 when it was appropriate and reasonable to do so;

(b) Prescribed the drug Valsartan to the Plaintiff which was clearly contraindicated by the Plaintiff's hyperkalaemia and poor renal function;

(c) Failed to include a potassium measurement in the further blood tests conducted on 4 April 2015;

(d) Used Valsartan whilst treating an Afro-Caribbean patient experiencing issues with blood pressure.

15. By reason of the matters aforesaid, the Plaintiff has suffered pain, injury, loss and damage which she would otherwise not have endured.

Particulars of Injury

16. As a direct result of the First Defendant's negligence, the Plaintiff suffered an acute kidney injury and hyperkalaemia.

17. The Plaintiff is now left with severely compromised renal function and possibly requiring a kidney transplant.

18. The Plaintiff reserves the right to rely upon medical expert evidence in support of her claim for damages.

Particulars of Special Damage

19. The Plaintiff continues to receive medical treatment. Full particulars of the Special Damages suffered are not known at this time and will be provided in due course.

20. The Plaintiff will claim interest pursuant to section 34 of the Judicature Law (as Revised).

AND THE PLAINTIFF claims:

1. General and Special Damages
2. Interest in accordance with the Judicature Law (as Revised)
3. Costs

McGrath Tonner

McGrath Tonner

Attorneys for the Plaintiff

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SCHEDULE OF SPECIAL DAMAGES

The Plaintiff will provide a full Schedule of Damages to particularise all special damages to the date of trial in due course.

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

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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DR. ENOKA RICHENS

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Second 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

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.

McGrath Tonner
Attorneys at Law
5th Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman
Attn: Michael Waugh

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]