

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2020

BETWEEN:

JOHN MCLAUGHLIN

PLAINTIFF

AND:

- (1) ROYALSTAR ASSURANCE LTD.
- (2) WEST INDIES CHARTERED LOSS ADJUSTERS
- (3) DESI EBANKS
- (4) MACK GLENROY MCLEAN

RESPONDENTS



WRIT OF SUMMONS

TO: RoyalStar Assurance Ltd. Fidelity Insurance (Cayman) Ltd. Dr. Roys Drive, George Town Grand Cayman Cayman Islands	TO: West Indies Chartered Loss Adjusters Unit 54, Mini Warehouses II George Town Grand Cayman Grand Cayman, KY1-1110 Cayman Islands
TO: Mr. Desi Ebanks Grand Cayman Cayman Islands	TO: Mr. Mack Glenroy McLean Grand Cayman, Cayman Islands

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 the Writ on you, counting the day of service, you must either satisfy the claim of return to the Court Office, P.O. Box 495, 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 judgement may be entered against you forthwith without further notice.

ISSUED this ___ day of October 2020.

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 renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

PARTICULARS OF CLAIM

1. The Plaintiff is the owner of boat dock at Block 27C Parcel 64, Hurlstone Street, North Sound Estates, Bodden Town, Grand Cayman, Cayman Islands (“the Plaintiff’s dock”).
2. The 1st Defendant, **RoyalStar Assurance Ltd.**, was at all material times a limited liability company incorporated under the laws of the Commonwealth of The Bahamas and licensed to operate as a property and casualty insurance in the Cayman Islands under the laws of the Cayman Islands (“the Insurer”).
3. The 2nd Defendant, **West Indies Chartered Loss Adjusters**, was at all material times a company incorporated under the laws of the Cayman Islands (“the Loss Adjusters”) and the agent of the Insurer.
4. The 3rd Defendant, **Mr. Desi Ebanks**, was at all material times a Salvager (“the Salvager”) and the agent of the Loss Adjusters.
5. The 4th Defendant, **Mr. Mack Glenroy McLean** (“the Insured”), was at all material times the owner of the “Mac A Tac” a vessel bearing serial number RPG 36018 J990, which was at all material times moored against the Plaintiff’s dock (“the Insured’s vessel”). The 4th Defendant was at all material times insured by the Insurer.
6. On the 10th day of November 2014, the Insured’s vessel caught fire and was destroyed, resulting in superficial damage to the Plaintiff’s dock as a result of the fire.
7. The Insured subsequently made a claim on his insurance policy with the Insurer, who then hired the Loss Adjusters, as their agent, to assess the damage and salvage the Insured’s vessel to allow the claim to be processed.

8. The Loss Adjusters in turn hired the Salvager to salvage the Insured's vessel.
9. On the 10th day of November 2014, the Salvager attended upon the Plaintiff's dock and the Plaintiff's dock was destroyed and removed due to the negligence of the Salvager in the course of his employment as an agent of the Loss Adjusters, itself an agent of the Insurer, and as result the Plaintiff has suffered the loss of his dock and been put to expense:

PARTICULARS OF NEGLIGENCE

- a) Failing to do the requisite checks and inspection before beginning the salvaging of the vessel;
- b) Failing to assess, adequately or at all, the risks posed by the operation;
- c) Failing to appreciate the dangers to the dock involved in salvaging the vessel;
- d) Failing to safely operate the heavy machinery used in the salvage operation;
- e) Failing to use appropriate heavy machinery in the salvage operation;
- f) Causing the dock to be destroyed and removed;
- g) Failing and/or permitting heavy machinery to destroy and remove the docks;
- h) Failing to pause, seek assistance or instructions or otherwise so to conduct himself as to avoid causing the dock to be destroyed and removed;

PARTICULARS OF SPECIAL DAMAGES


	KYD\$
a) Replacement of dock, including materials and labour	28,500.00
b) Payment to erstwhile attorneys	3,350.00
c) Loss of income from dock rental 69 moths at KYD\$250/month	17,250.00
TOTAL	49,100.00

10. Further, or in the alternative, on the 10th day of November 2014 the Salvager, an agent of the Loss Adjusters, entered the Plaintiff's property and wrongfully destroyed the Plaintiff's dock, as a result of which the Plaintiff has suffered loss and damage as particularised above.

11. Further, the Plaintiff claims interest upon such damages and amount found due pursuant to section 34 of the Judicature Law (2017 Revision) or otherwise at such rate as this Honourable Court deems fit.

AND the Plaintiff claims:

- (a) Damages;
- (b) Interest;
- (c) Costs;
- (d) Such further and/or other relief as this Honourable Court deems fit.



CP ATTORNEYS
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

This **Writ** is filed by **CP Attorneys**, Attorneys-at-Law for and on behalf of the **Plaintiff**, whose address for service is Plaza Venetia, Unit 11, 38 North Sound Road, George Town, P.O Box 561, Grand Cayman KY1-1602, Cayman Islands, Telephone 345-322-8088, 345-925-4621.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 is 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 28 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 (.....)" 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 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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AND:

**(1) ROYALSTAR ASSURANCE LTD.
(2) WEST INDIES CHARTERED LOSS ADJUSTERS
(3) DESI EBANKS
(4) MACK GLENROY MCLEAN**

DEFENDANTS

**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 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
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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
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Service of this Writ is acknowledged accordingly

(Signed) _____
Defendant/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 communication 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.

CP Attorneys
Plaza Venetia, Unit 11
38 North Sound Road
George Town
P.O Box 561
Grand Cayman KY1-1602
Cayman Islands

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]