



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO. OF 2021

LACV0090/2015

BETWEEN: CAROL ANGELLA BENNETT

PLAINTIFF

AND: CLYDE H. ALLEN (CHA)

DEFENDANT

WRIT OF SUMMONS

TO: CLYDE H. ALLEN (CHA)
George Town
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 495, George Town, Grand Cayman, Cayman Islands, 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 of Service 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 day of February, 2021

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 the order of the Court.

IMPORTANT

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

INDORSEMENT

The Plaintiff's claim is for damages for breach of contract and/or negligence against the Defendant arising from the Plaintiff's claim against Mr. Michael Henry Diaz ("Mr. Diaz") for personal injuries suffered as a result of a traffic accident which occurred on 24 February, 2012 whereby the Plaintiff suffered injury loss and damage caused by the negligence and/or breach of duty of the said Mr. Diaz.

The breach of contract and/or negligence occurred as follows:

1. The Defendant is and was at all material times an Attorney-at-Law practising from Jack & Jill Building, George Town, Grand Cayman, Cayman Islands under the name 'Clyde H. Allen (CHA)'.
2. Sometime between mid to late December 2012 and early January 2013 the Defendant entered into an oral agreement with the Plaintiff whereby it was agreed that the Defendant would act on her behalf as an Attorney-at-Law to pursue her claim for personal injury against Mr. Diaz.
3. The implied terms of the agreement were that the Defendant would:
 - i). act diligently and in a professional manner;
 - ii). exercise reasonable skill and care in the performance of his duties.
4. At no time did the Defendant advise the Plaintiff of a time limit within which the claim against Mr. Diaz had to have been filed in court.
5. Neither did the Defendant advise the Plaintiff that she was entitled to and could have applied for the grant of a Legal Aid Certificate to pursue her claim.
6. In or around May 2015 the Plaintiff learned that the Defendant had not filed a writ against Mr. Diaz by or before 23 February 2015 as was required by the Limitation Law causing the Plaintiff to suffer loss and damage the full particulars of which will be contained in a separate statement of claim.

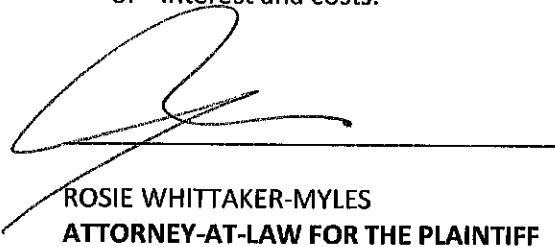
PARTICULARS OF BREACH AND/OR NEGLIGENCE

- a). the Defendant failed to advise the Plaintiff of the limitation period for commencing an action;
- b). the Defendant failed to progress the Plaintiff's claim against Mr. Diaz;

- c). the Defendant failed to advise the Plaintiff that she was entitled to and could have applied for the grant of a Legal Aid Certificate to pursue her claim against Mr. Diaz.
7. As a result of the Defendant's breach of contract and/or negligence, the Plaintiff has suffered loss and damage.

AND THE PLAINTIFF claims:

1. Damages.
2. Further or other relief.
3. Interest and costs.



ROSIE WHITTAKER-MYLES
ATTORNEY-AT-LAW FOR THE PLAINTIFF

This Writ was issued by Rosie Whittaker-Myles, RWM Chambers, Attorney-at-Law for and on behalf of the Plaintiff herein, whose address for service is that of her Attorney, 2nd Floor Fort Street Building, 6 Albert Panton Street, George Town, Grand Cayman, P.O. Box 2542, Grand Cayman, KY1-1104.

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

CAUSE NO. OF 2021

BETWEEN: CAROL ANGELLA BENNET

PLAINTIFF

AND: CLYDE H. ALLEN (CHA)

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him/her this form IMMEDIATELY.

Important. Read the accompanying direction and notes for guidance 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

Address for Service:

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.

Rosie Whittaker-Myles
2nd Floor Fort Street Bldg.
6 Albert Panton Street,
George Town,
P.O. Box 2542, Grand Cayman
KY1-1104, 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]

Filed by Rosie Whittaker-Myles, Attorney-at-Law for and on behalf of the Plaintiff herein whose address for service is that of her Attorney-at-Law, P.O. Box 2542, 2nd Floor Fort Street Bldg., 6 Albert Panton Street, George Town, Grand Cayman, KY1-1104, Cayman Islands.

**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 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 that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff 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 a 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.