

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 589 OF 1998

BETWEEN:

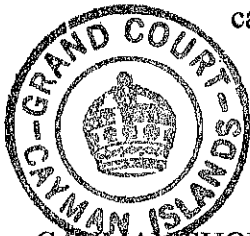
CHRISTINE MANN

PLAINTIFF

-and-

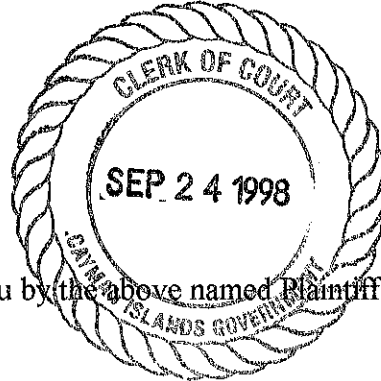
CAYMAN SHORES DEVELOPMENT LTD.  
carrying on business as the Coral Caymanian

DEFENDANT



WRIT OF SUMMONS

TO: CAYMAN SHORES DEVELOPMENT LTD.  
In Care of Registered Office  
Ritch & Conolly  
P.O. Box 1994 GT  
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 this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, 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 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 24 day of Sept 1998

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.

## STATEMENT OF CLAIM

1. The Plaintiff is a Canadian national residing in Ontario, Canada. She is at the date of the issuance of this claim 52 years of age (born July 17, 1946) and is employed as a schoolteacher in Brampton, Ontario, Canada.
2. The Defendant is a company formed pursuant to the laws of the Cayman Islands and has its registered head office in care of Ritch & Conolly, P.O. Box 1994 GT, Grand Cayman, Cayman Islands.
3. The Defendant owns a property on Seven Mile Beach which property includes hotel or rental accommodations that are offered by the Defendant to the general public and are described generally as "Coral Caymanian".
4. In or about September of 1997 the Plaintiff made reservations with the Defendant for rental accommodations for the period from March 15, 1998 through to March 22, 1998. The accommodations were made known to the Plaintiff as a result of the Defendant being listed by the Cayman Islands Tourist Board as a provider of rental accommodation.
5. On or about March 15, 1998 the Plaintiff, her spouse and her son arrived at the Coral Caymanian and checked in and were assigned unit 194, for the Plaintiff and her spouse, and unit 188, for the Plaintiff's son.
6. At or about 4:45 p.m. of the afternoon of March 18, 1998 the Plaintiff was in the bathroom of unit 194 preparing to brush her teeth. The Plaintiff was standing immediately in front of the sink which was supported only by a wall mount.
7. Without prior warning, the Plaintiff heard a noise from the sink and it tore away from the wall causing the Plaintiff to instinctively react by attempting to grab or shift the falling sink to prevent it from crushing her feet. During this effort, a corner piece of the sink broke as she fell into the bathtub immediately adjacent to the sink. The Plaintiff's right thumb was severed by the jagged broken piece of the sink. The incident occurred very quickly such that the Plaintiff had no opportunity to consider reacting differently than she did.
8. At all times material to the accident, the Plaintiff conducted herself reasonably and responsibly and had not used the sink or the bathroom for other than its intended use.

9. The Plaintiff suffered a severe laceration in her right hand severing blood vessels, arteries, nerves and tendons. She also suffered from various other bruises and lacerations of a less serious nature.
10. The Plaintiff was taken by emergency transport to the George Town Hospital where emergency surgery was performed to treat, on a preliminary basis, the severed nerves, vessels, arteries and tendons
11. Upon inspection of the sink and the mounting bracket following the incident it was apparent that the sink mounting bracket was old and rusted. The top of the rusted mounting bracket was bent forward suggesting that the sink broke from the bracket
12. Further surgery has been performed on April 21, 1998 at Peel Memorial Hospital in Ontario Canada.
13. The Plaintiff has suffered and will continue to suffer from loss of full use of her right hand, loss of sensation, nerve damage, dexterity loss with an expectation that all such losses will, to a substantial degree, be permanent.
14. The Plaintiff has incurred and will continue to incur a loss of enjoyment of life.
15. The Plaintiff has incurred and will continue to incur medical and related expenses for which the Defendant is liable.
16. The Plaintiff will have a disadvantage in the work force as a result of her reduced ability to fully use her right in the course of her employment as a school teacher.
17. Shortly after the accident, the Plaintiff or her spouse advised an employee of the Defendant that they would pay for the rental of their son's room but not for theirs. The Plaintiff or her spouse expressly withdrew any authorization that had been given to the Defendant respecting the debiting of the Plaintiffs credit card account for payment of the Plaintiff's room. This employee was advised that this was due to the Plaintiff and her spouse incurring and paying for considerable medical bills rendered in connection to the treatment at the George Town Hospital. The Plaintiff or her spouse was advised that the matter would be put through as an insurance claim.
18. The Defendant charged the cost of a full stay at the Coral Caymanian to the Plaintiff's credit card, notwithstanding the express withdrawal of consent to use the credit card for that purpose and notwithstanding that the unit was without full bathroom facilities from March 18 through to March 22, 1998. Following the accident the unit was unsuitable as accommodation for the purpose intended.

19. The Plaintiff claims for reimbursement for the rental costs paid to the Defendant for the unit rented to her and her spouse.
20. The accident was caused by the negligence of the Defendant, its employees or agents. The Defendant is vicariously liable for the conduct of its employees or agents.

#### PARTICULARS OF NEGLIGENCE

21. The Defendant, its employees or agents:
  - a. Failed to keep the rented premises in a safe condition;
  - b. Failed to take reasonable care to inspect or maintain the unit to determine its condition or reliability; and,
  - c. Failed to install bathroom facilities appropriate for use in unit rented to the Plaintiff.
22. The Plaintiff pleads and relies upon the doctrine of *res ipso loquitor*.
23. By reason of her injuries, the Plaintiff has suffered loss and damage:

#### PARTICULARS OF INJURIES

24. The Plaintiff suffered and will suffer:
  - a. deep lacerations to right hand and arm;
  - b. severed nerves, tendons and blood vessels;
  - c. general bruising and lacerations of a less severe nature;
  - d. loss of dexterity and sensation in the right hand;
  - e. corrective surgery as may be required; and
  - f. continuous long term therapy.

#### PARTICULARS OF DAMAGES

25. The Plaintiff has incurred:
  - a. Medical Expenses incurred in the Cayman Islands and in Ontario Canada;
  - b. Loss of enjoyment of her vacation and expenses incurred in her vacation;
  - c. General Pain and suffering;
  - d. Loss of income and loss of future income;
  - e. Loss due to disadvantage in the work place;

- f. Miscellaneous costs arising from telephone calls and other matters which would not have been incurred had the Plaintiff not been injured by the negligence of the Defendant.
26. The Plaintiff will continue to incur expenses relating to treatment and necessary ancillaries.
27. The Plaintiff claims interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from the date of the accident and , when applicable from the date of incurring any special damages resulting from the accident.

AND THE PLAINTIFF claims:

1. General Damages;
2. Special Damages the details of which to be provided as they become known;
3. Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from the date of the accident and, when applicable from the date of incurring any special damages resulting from the accident.
3. Costs; and
4. Such further and other relief as this court may deem just.

Dated this <sup>24th</sup> day of September, 1998

  
COLLINS BROADHURST & FURNISS  
Attorneys for the Plaintiff

This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

**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, P.O. Box 495, G.T. 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 not 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 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 within 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen 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 Acknowledgement 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.

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

CAUSE NO. 589 OF 1998

Between:

**CHRISTINE MANN**

**Plaintiff**

**-and-**

**CAYMAN SHORES DEVELOPMENT LTD.  
carrying on business as the Coral Caymanian**

**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.*

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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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 [ ]

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Service of the Writ is acknowledged accordingly

(signed) \_\_\_\_\_

[Attorney] for

[Defendant in Person]

Address for service:

*Please see over leaf.....*

**Notes on address for service**

Attorney: where 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.

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

COLLINS BROADHURST & FURNISS  
Attorneys-at-Law  
40 Linwood St.  
P.O. Box 2503, G.T.  
Grand Cayman  
Cayman Islands, B.W.I.

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