

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 592 OF 1998

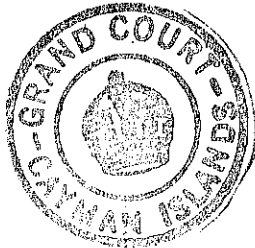
BETWEEN: NORMA SCOTT PLAINTIFF

AND: KYLE SCHPOEDER DEFENDANT

WRIT OF SUMMONS

TO: Mr Kyle Schpoeder  
c/o

Tel: 94 98881



**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 Courts Office, P O Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest the 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 29<sup>th</sup> day of Sept., 1998.

**NOTE-this Writ may not be served later than 4 calendar months.**

**IMPORTANT**

Directions for Acknowledgement of service are given with the accompanying form

**STATEMENT OF CLAIM**

1 The Plaintiff is a resident of the Cayman Islands and at the material time she was the owner and driver of a Toyota Corolla motor vehicle registration # 68 555.

2 The Defendant is an individual who resides in the Cayman Islands and at the material time he was the driver of a Rocky Jeep motor vehicle. The said vehicle was at the material time insured by Cayman Insurance Centre Ltd.

3 On or about 2<sup>nd</sup> June, 1998 at approximately 8am in the vicinity of the Clarion, Grand Pavillion Hotel on West Bay Road, Grand Cayman the Plaintiff was driving her motor car registration # 68 555 having just exited from the Grand Pavillion and waiting in the middle lane to enter the left hand lane to proceed to the Westin Hotel on the West Bay Road. The Defendant was at the time driving his Rocky Jeep in the opposite direction towards George Town. At the time when the Plaintiff first saw the Defendant's motor vehicle he was behind a lane of traffic which had been backed up on the West Bay Road. The Plaintiff then noticed when the Defendant overtook the vehicles in front of his vehicle by travelling in the middle lane of the West Bay Road. At the time the Defendant was travelling at approximately 40mph and as a result of his speed he was unable to stop when he noticed the Plaintiff waiting in the middle lane. The Defendant therefore collided with the Plaintiff's motor vehicle just as the Plaintiff was entering the left hand lane of the road. At the time of the accident the defendant did not stop.

4 After the accident the Defendant proceeded to the Hyatt to drop his passenger off and returned to the scene of the accident afterwards. The Plaintiff was still at the scene of the accident at the time when the Defendant returned. There was no damage to the Defendant's motor vehicle but there was damage to the Plaintiff's vehicle. At the time of the accident the Police were called but as Defendant admitted that he was at fault for the accident before witnesses, including one Ron Bush of 911 whom he spoke to on the telephone, no police car was despatched. The Defendant also provided the Plaintiff with his telephone number and insurance details (as required by Law) and indicated that he would have his insurance pay for all of the damage once the Plaintiff had presented to him copies of two Estimates to fix the damage.

5 The Plaintiff obtained the two estimates as instructed and presented same to the Defendant. However, although he again promised to notify his insurance company to fix the damage to her vehicle or alternatively to pay her the funds necessary to fix the damage and despite the Defendant making numerous appointments with the Plaintiff to go to the Insurance Company to have her reimbursed for the funds spent to fix her motor vehicle the Plaintiff has still not been reimbursed.

6 The Insurance company has indicated that the Defendant has not reported the accident to them and as such they are unable to reimburse the Plaintiff.

7 The accident was caused by the negligence of the Defendant.

### PARTICULARS

**The Defendant was negligent in that he**

- (a) collided with the Plaintiff
- (b) drove too fast
- (c) failed to keep any or any proper look out
- (d) failed to see and/or heed the Plaintiff waiting in the middle lane
- (e) failed to stop, slow down or swerve or in any other way so as to control his motor vehicle as to avoid colliding with the Plaintiff.

By reason of the matters aforesaid the Plaintiff, who was born on 24<sup>th</sup> August, 1968 has suffered loss and damage.


### PARTICULARS OF LOSS

- (a) Payment to fix the damage to the car CIS2,510.00
- (b) Loss of earnings in missing 3 days work  
(CIS7.50 per hour (including gratuity) @ 8 hours per day) 180.00

### WHEREFORE THE PLAINTIFF CLAIMS

- (I) Principal Amount Outstanding CIS2,690.00
- (II) Statutory Interest
- (III) Legal fees and Costs
- TOTAL \$ \_\_\_\_\_

Dated this 29<sup>th</sup> day of September, 1998.

  
**BROOKS & BROOKS**  
Attorney-At-Law  
for the Plaintiff

**PLEASE NOTE** that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of CI\$2,690.00 plus costs of CI\$500.00 and disbursements of CI\$130.00 (Total CI\$3,320.00) further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney-At-Law.

**THIS WRIT IS ISSUED** by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is 2<sup>nd</sup> floor Harbour Centre, P.O. Box 1355GT, Grand Cayman

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

**CAUSE NO: 592 OF 1998.**

**BETWEEN: NORMA SCOTT                      PLAINTIFF**

**AND                      KYLE SCHPOEDER                      DEFENDANT**

**ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney-At-Law 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**

Delay may result in  
judgement being entered  
against a Defendant  
whereby he may have to  
pay the costs of  
applying to set it aside.

**FORM MAY HAVE TO BE RETURNED**

---

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 judgement entered by the Plaintiff (tick box)

Yes

No

---

Service of the Writ is acknowledged accordingly

(signed)

[Attorney] for

[Defendant in person]

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 communication 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 Defendant if suing in person) of his Name, Address and References, if any, in the box below.

**Brooks & Brooks  
Attorneys At Law  
2<sup>nd</sup> Floor Harbour Centre  
P O Box 1355GT GRAND CAYMAN**

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his Name,

Address and Reference, if any, in the box below.