



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

CAUSE NO: OF 2023

BETWEEN:

DAVID HAYLES

Plaintiff

AND

MICHAEL JAMES ROWE

Defendant

WRIT OF SUMMONS

TO: **Michael James Rowe**
3142 Queens Grant Drive
Midlothian, Virginia
United States 23113

And as a Noticed Party To: **Cayman First Insurance Company**
Cayman First Center
17 Vibert Bodden Drive
George Town
Cayman Islands KY1-1105

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 fourteen (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, 61 Edward Street, 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 judgment may be entered against you forthwith without further notice.

Issued this 11th day of December 2023

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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

1. At all material times, the Plaintiff, David Hayles, of 71 Templeton Street, George Town, Grand Cayman, was the operator of a 2003 Suzuki Alto registered to Kathleen Dixon, motor vehicle registration number 159 053.
2. The Defendant, Michael James Rowe, of 3142 Queens Grant Drive, Midlothian, Virginia, USA was at all material times the operator of a Hyundai H1, registered to Andy's Rent-A-Car, motor vehicle registration number 188 729.
3. On or about the 6 March 2022, the Plaintiff was travelling west along Austin Conolly Drive. The Defendant was travelling east, in the opposite direction, also along Austin Conolly Drive. In the vicinity of the East End police station the Defendant, without warning, impeded the middle line, crossed into the Plaintiff's lane of westbound traffic and collided into the Plaintiff's vehicle.
4. As a result of the collision, the Plaintiff suffered severe injuries and had to be transported by ambulance to the hospital.
5. The said collision was caused by the Defendant's negligence and/or breach of statutory duty under Sections 67 and 68 of the *Traffic Act* (2023 Revision).

PARTICULARS

6. The Defendant was negligent and is guilty of the said statutory duties by:
 - a) Driving his vehicle in the opposing (wrong) lane when it was unsafe and unlawful to do so;
 - b) Driving at a rate of speed that was too fast in all the circumstances;
 - c) Failing to drive at a speed and in a manner and at a distance from other vehicles as to be able to stop in an emergency without being involved in a collision;
 - d) Failing to exercise due care and attention when using the road and failing to have due regard to the safety of other road users;

- e) Failing to stop, to slow down, to swerve, or do anything to manage or control his vehicle so as to avoid the collision;
 - f) Failing to manage the vehicle so as to be able to stop within the limit of vision available at any given time;
 - g) Failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances;
 - h) Failing to drive in such a manner as to have full control of the vehicle at all times;
 - i) Acting recklessly with disregard for the safety of others;
 - j) Failing to keep any proper look out in front of him;
 - k) Failing to apply his brakes whether in time or at all.
 - l) Failing to see the Plaintiff in time or at all;
 - m) Failing to keep to the left half of the road;
 - n) Failing to maintain lane discipline;
 - o) Failing to steer or control his vehicle so as to avoid the said collision;
 - p) Failing to take reasonable care in all the circumstances; and/or
 - q) Failing to comply with the Road Code.
7. Further or alternatively, the Plaintiff relies upon the doctrine of *res ipsa loquitur*. The Defendant having driven his vehicle on the wrong side of the road, into oncoming traffic, and directly into the Plaintiff's vehicle.
8. By reason of the Defendant's negligence and/or breaches of duty, the Plaintiff has suffered serious and permanent injuries, losses and extensive damages.

PARTICULARS OF INJURIES

9. The Plaintiff, whose date of birth is 20 August 1966, was 56 years old at the date of the collision. The Plaintiff was rushed by ambulance to the emergency room at the George Town Hospital for treatment.
10. The Plaintiff suffered serious injuries as a result of the collision and continues to suffer as a result of the injuries sustained. The injuries include, but are not limited to, the following:
- a. Loss of consciousness;
 - b. Hematoma to right forehead;

- c. Thickening of inferior glenohumeral ligament, consistent with adhesive capsulitis, (left and right);
 - d. Moderate osteoarthritic changes with impingement over supraspinatus musculotendinous junction in left shoulder;
 - e. Severe osteoarthritic changes indicating tendonitis in right shoulder;
 - f. Diffuse annular bulge at L4-L5;
 - g. Bilateral arthropathy at L4-L5;
 - h. STIR hyperintense cyst in right proximal humerus;
 - i. Shoulder pain;
 - j. Neck pain;
 - k. Back pain;
 - l. Severe headaches;
 - m. Anxiety;
 - n. Insomnia;
 - o. Flashbacks; and
 - p. Post Traumatic Stress Syndrome.
11. The extent to which the Plaintiff will be able to recover from his injuries is unknown. The Plaintiff's quality of life has been severely affected and further adverse sequelae cannot be ruled out. The Plaintiff reserves the right to provide further and better particulars of his injuries prior to trial.

PARTICULARS OF SPECIAL DAMAGES

12. At the time of the collision, the Plaintiff was working as Head Maintenance Person for K&D Construction & Maintenance Services Ltd. As a result of the injuries sustained in the collision, the Plaintiff was unable to work for an extensive period and his employment was subsequently terminated. The Plaintiff has since been incapable of working at the same capacity due to his injuries. In addition to loss of income, the Plaintiff has and continues to incur medical expenses and other losses and expenses.
13. The Plaintiff has suffered loss and incurred expenses as a result of the collision which are ongoing. Full particulars of special damage will be supplied at a later date by way of a schedule of loss, including but not limited to claims for loss of income, medical treatment, travel, gratuitous care, interest and costs.

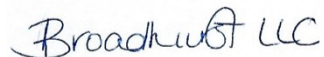
Full particulars of the Plaintiff's special damages and losses, which are continuing, will be provided prior to trial

14. The Plaintiff claims pre and post judgment interest on all loss, damage and expenses pursuant to section 34 of the *Judicature Act (2021 Revision)* in accordance with the *Judgment Debts (Rates of Interest) Rules* (as amended).

AND THE PLAINTIFF CLAIMS:

- A. General damages;
- B. Special damages;
- C. Pre-judgment interest on damages pursuant to the *Judicature Act (2021 Revision)*;
- D. Post-judgment interest on damages pursuant to the *Judicature Act (2021 Revision)*;
- E. Costs

Dated this 11th day of December 2023.



BROADHURST LLC
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 4th Floor, Monaco Towers, 54 Edward Street, P.O. Box 2503, Grand Cayman, KY1-1104, Cayman Islands

INDORSEMENT AS TO INSURER OF MOTOR VEHICLE

The Plaintiff's claim arises out of the use of a motor vehicle on a public road. The insurer of the vehicle driven by the Defendant named herein is Cayman First Insurance, Cayman First Centre, 17 Vibert Bodden Drive, George Town, Grand Cayman, KY1-1105, Cayman Islands.

INDORSEMENT AS TO INTEREST

Interest on both general and special damages in accordance with the *Judicature Act (2021 Revision)* in accordance with the *Judgment Debts (Rates of Interest) Rules* (as amended) to be assessed.

**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, PO Box 495, George Town, 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 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 not 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 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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

Please complete overleaf

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 fourteen (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 its 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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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
CIVIL DIVISION

CAUSE NO: OF 2023

BETWEEN:

DAVID HAYLES

Plaintiff

AND

MICHAEL JAMES ROWE

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.

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
[Defendant in Person]
Address for service:

Please see 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 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.

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

BROADHURST LLC
ATTORNEYS-AT-LAW
4th FLOOR MONACO TOWERS
54 EDWARD STREET
GEORGE TOWN
P.O. BOX 2503
GRAND CAYMAN
KY1-1104

Endorsement by Defendant’s Attorney (or by First Defendant if suing in person) of his name, address and reference, if any, in the box below.