

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 1st day of February 2024.

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, Mark Aaron Tennant, of 7 Mahogany Way, Prospect, Cayman Islands, was the passenger in a vehicle being driven by the First Defendant.
2. The First Defendant, Garrick Anthony Lewis, of 70 Hell Road, West Bay, Cayman Islands, was at all material times the operator of a 2009 Suzuki Swift, with motor vehicle registration number 199 736.
3. The Second Defendant, Prudence Taylor-McField, of 44 Abraham Drive, West Bay, Cayman Islands was at all material times the owner of the vehicle and consented to the First Defendant's use of her vehicle while she was overseas.
4. On the evening of February 24, 2023, the Plaintiff and the First Defendant were travelling south in the left lane on Esterly Tibbetts Highway. Upon entering the roundabout in the vicinity of Peninsula Avenue, the rear-left tire of the vehicle malfunctioned causing the First Defendant to lose control of the vehicle which swerved to the left, mounted the median at Peninsula Avenue, and collided with a utility pole. The force of the impact caused the airbags to deploy.
5. As a result of the collision, the Plaintiff suffered severe injuries and had to be transported by ambulance to the hospital.
6. 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

7. The First Defendant was negligent and is guilty of the said statutory duties by:
 - a) Failing to drive in such a manner as to have full control of his vehicle at all times;
 - b) Failing to maintain lane discipline;
 - c) Failing to apply his brakes whether in time or at all;
 - d) Failing to steer or control his vehicle so as to avoid the said collision;
 - e) Failing to exercise reasonable skill and care to be expected of a reasonably skillful and careful driver in the circumstances;
 - f) Failing to take reasonable care in all the circumstances; and
 - g) Failure to comply with the Road Code of the Cayman Islands.

The Second Defendant was negligent and is guilty of the said statutory duties by:

- a) Failing to adequately maintain the roadworthiness of the vehicle;

- b) Allowing the First Defendant to drive her vehicle when it was unsafe to do so;
 - c) Lending her vehicle to the First Defendant when it was in an unroadworthy condition;
 - d) Failing to alert the First Defendant to the defect with the tyre; and
 - e) Exposing other road users to an unnecessary risk.
8. By reason of the Defendants' negligence and breach of duty the Plaintiff has suffered serious and permanent injuries, losses and extensive damages.

PARTICULARS OF INJURIES TO THE PLAINTIFF

9. The Plaintiff, Mark Aaron Tennant, whose date of birth is May 7th 1986 was 36 years old at the date of the collision. The collision was high impact and immediately afterward, the Plaintiff was treated by ambulance personnel at the scene and attended the Emergency Department of George Town Hospital for further treatment.
10. The Plaintiff suffered serious injuries and continues to suffer from his injuries as a result of the collision. The injuries include, but are not limited, to the following:
- a. Comminuted left distal displaced fracture of the left arm;
 - b. Loss of mobility in left elbow; and
 - c. Arm and shoulder pain.
11. The Plaintiff continues to suffer from the above injuries and is impacted by them on a daily basis. Full particulars of the Plaintiff's injuries and the impact of them upon him will be provided prior to trial.

PARTICULARS OF SPECIAL DAMAGE

12. At the time of the collision, the Plaintiff was employed as a mason at Cayman Quality Construction & Repairs. He was unable to work for a significant period of time and has therefore suffered a past and future loss of income and earning capacity.
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 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); and
- E. Costs.

Dated this 1st day of February 2024

A handwritten signature in blue ink, appearing to read "Broadhurst", is written over a horizontal line.

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 Plaintiffs' claims arise out of the use of a motor vehicle on a public road. The insurer of the vehicle of 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 2024

BETWEEN:

MARK AARON TENNANT

Plaintiff

-AND-

GARRICK ANTHONY LEWIS

First Defendant

-AND-

PRUDENCE TAYLOR-MCFIELD

Second 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 Defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for Defendant's Attorney endorsement]