

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

**CAUSE NO: 58 OF 1999**

**BETWEEN: ELEDA BLAKE PLAINTIFF**  
**AND: ANTHONY DAVID MOODIE FIRST DEFENDANT**  
**AND: ROPERS ENTERPRISES LTD SECOND DEFENDANT**

**WRIT OF SUMMONS**

**TO: Anthony David Moodie**  
**c/o**

**AND TO: Ropers Enterprises Ltd.**  
**c/o P O Box 1789 GT**  
**GRAND CAYMAN**

**AND TO: Cayman Insurance Centre**  
**The Defendants' Insurers**  
**George Town**



**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        day of        , 1999.

**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 domestic worker by profession and at the material time she was employed by the Second Defendant and a front seat passenger in a Chevy Astro Van registration # 66121 which was driven by the First Defendant and which motor vehicle, was owned by the Second Defendant.

2 The First Defendant is an individual who at the material time was a resident of the Cayman Islands, an employee of the Second Defendant and in his capacity as an employee of the Second Defendant was the driver of the Chevy Astro Van registration # 66121 in which the Plaintiff was a front seat passenger. The said motor vehicle was at the material time insured by Cayman Insurance Centre.

3 The Second Defendant is a company duly incorporated and registered under the Laws of the Cayman Islands, with its registered offices located at P O Box 1789 GT and was at the material time the employer of the Plaintiff and the First Defendant and also the owner of the Chevy Astro Van registration # 66121.

4 On or about 30<sup>th</sup> May, 1998 at approximately 12:20am the Plaintiff was travelling to Morritts Tortuga Club in East End to carry out her domestic duties there as per the terms of her employment as reflected in a letter from the Second Defendant dated 31<sup>st</sup> March, 1998. The Plaintiff's duties are outlined in the attachment to the said letter and include inter alia cleaning the main entrance, the lobby, tv room, public bathroom, bar, restaurant, kitchen etc. of the Morritts Tortuga Club. The Plaintiff will rely on the contents of the said letter and its attachment for its full terms and effect. The Plaintiff was travelling with the First Defendant whose duty it was to take her to and from work. She was a front seat passenger in the said motor vehicle when as a result of excess speed the First Defendant lost control of the said vehicle on East End Road, in the vicinity of Morritts Tortuga Club as a result of which an accident occurred and the Plaintiff sustained injuries. The Plaintiff sustained injuries as a result of the accident when due to the impact she was thrown through the front windscreen of the vehicle.

5 The accident was caused by the negligence of the First and/or Second Defendant :

**Particulars of Negligence - First Defendant**

The First Defendant was negligent in that he:

- (a) Drove too fast
- (b) Failed to keep any or any proper look out on the said road
- (c) Failed to stop, to slow down, to swerve or in any other way so to control his vehicle as to avoid the said accident.

### **Particulars of Negligence -Second Defendant**

The Second Defendant was negligent in that it

- (a) allowed and/or permitted the First Defendant to drive too fast on the said road, despite being warned by the Plaintiff on a number of occasions that the First Defendant drove too fast on the road;
- (b) Failed to warn the First Defendant about his reckless and careless driving on the said road;
- (c) allowed and/or permitted the Plaintiff to continue to ride with the First Defendant to work when its representatives knew or ought to have known how reckless and careless the First Defendant drove the said vehicle.
- (d) Failed to provide alternative transport for the Plaintiff to travel to work

6 As a result of the said accident the First Defendant was charged with Speeding and Careless Driving. However before the Hearing of the matter in the Summary Court the First Defendant absconded from this jurisdiction. The Plaintiff will rely on the said charges and the Police Report in relation to this accident for its full terms and legal effect.

7 By reason of the matters aforesaid the Plaintiff, who was born on 26<sup>th</sup> July, 1950 and is 48 years of age, suffered injury, loss and damage.

### **PARTICULARS OF INJURY**

Pain and shock

Extensive abrasions on the outer aspect of the left leg, knee and thigh

Large hematoma on the inner aspect of the left thigh

Small chip fracture of the lateral condyle of the left tibia of the left knee

There is continuing pain and instability in the left knee with persistent stiffness in the said knee..

The chipped fracture of the tibia has not yet healed.

The Plaintiff will require plastic surgical work to improve the condition of the scars on her left lower limb.

The Plaintiff has been placed at a disadvantage on the Labour market because it is unlikely that she will be able to engage in work involving stooping and squatting as she did prior to the accident and her injury.

**PARTICULARS OF SPECIAL DAMAGES**

(A) Loss of Earnings - 22 weeks (May 30 <sup>th</sup> , 1998 to October 30 <sup>th</sup> , 1998) @ CI\$221 per week	CI\$4,862.00 (Continuing)
(B) Medical Expenses	CI\$1,713.70 (Continuing)
Total	<hr/> CI\$6,575.70

**WHEREFORE THE PLAINTIFF CLAIMS**

:  
Damages, Interest and Costs

Dated this 27<sup>th</sup> day of January, 1999

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

**THIS WRIT IS ISSUED** by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is One Artillery Court, P.O. Box 1355, George Town, Grand Cayman.



Yes

No

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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  
One, Artillery Court  
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.