

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *221* OF 1999

BETWEEN:

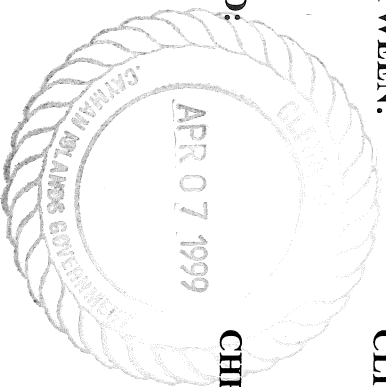
CLIFTON RINGROSE

PLAINTIFF

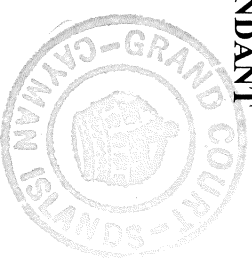
AND:

CHERYL A. GEALEY

DEFENDANT



WRIT OF SUMMONS



TO: Cheryl A. Gealey of George Town, Grand Cayman, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claims set out on the following pages.

Within [14 days] after 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 495, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein any 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 7th day of April, 1999.

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 that date 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 of P.O. Box 2657 G.T., resides in George Town, Grand Cayman.
- 2 The Defendant of George Town, Grand Cayman, Cayman Islands.
- 3 On Monday December 23, 1996, at approximately 5:35 p.m., the Plaintiff was driving his motor vehicle, a Mazda B2200 modified custom kit truck bearing licence number 54 935 ("the Plaintiff's truck"), his property, from Crewe Road to his place of business in the Industrial Estate when on Airport Road in the vicinity of Foster's Food Fair when a motor vehicle driven by the Defendant, a white Cutlass Oldsmobile bearing licence number 33 882 ("the Defendant's vehicle"), the Defendant's property, suddenly pulled out of the parking lot of that supermarket in front of the Plaintiff's truck causing a collision.
- 4 The Plaintiff's truck was heavily damaged as a result of the collision described in paragraph 3 hereof ("the collision").
- 5 The Plaintiff sustained injuries as a result of the collision.
- 6 The Defendant has admitted her liability for the collision and has paid some of the Plaintiff's damages.
- 7 The damages to the Plaintiff's truck and his injuries were caused by the Defendant's negligence.

PARTICULARS OF NEGLIGENCE

- (a) The Defendant drove out of a private parking lot onto a public road without ensuring that she could do so without endangering the life, health and safety of those who were driving on the public road at that time.
 - (b) The Defendant failed to keep a proper lookout, or any lookout at all, for vehicles travelling on the public road when she exited from a private parking lot onto such public road.
 - (c) The Defendant failed to make a full stop prior to pulling out of a private parking lot onto the public road.
 - (d) The Defendant failed to give right of way to all traffic on the public road when pulling out of a private parking lot before entering the said public road.
8. The Plaintiff sustained severe injuries to his neck and back as a result of the collision and the Defendant's negligence as aforesaid.

PARTICULARS OF INJURIES

9. The Plaintiff sustained as a result of the collision, neck, shoulder blades and back injuries, commonly known as "whiplash". He suffered, after the collision and as a result thereof and of the Defendant's negligence as aforesaid, a lot of pain and stiffness in the neck and in the shoulder blades areas, headaches and dizziness. He found it difficult to sleep and he could not get into a comfortable position. He suffered soft tissue damage to the neck, which resulted in severe palpatory tenderness and paravertebral muscle hypertonicity.

His cervical motions overall were markedly restricted and he lost substantial strength in his right hand. He also suffered in the cervico thoracic areas (right and left) and to his right shoulder. He developed low back pain. He was diagnosed, at the time, as having an acute marked cervico-thoracic strain and an exacerbated mild lumbo-sacral strain. The Plaintiff was treated, at first, by a medical doctor and then by a physiotherapist and by a doctor of chiropractic. He has not fully recovered. The Plaintiff's activities are, of necessity, more limited than they were prior to the collision and it is unlikely that he will make a full recovery.

10. The Plaintiff is an electronic technician and is employed by Hi Tech Electronics Ltd., the shareholdings of which is held 60% by Tina Ringrose (the Plaintiff's wife) and 40% by the Plaintiff. As a consequence of the injuries sustained as a result of the collision the Plaintiff was unable to work at all or in a reduced capacity for a period of 12 weeks and his weekly earnings were thereby reduced by an amount of approximately C\$500.00 a week.

11. The Plaintiff's truck was disabled as a result of the collision and of the Defendant's negligence as aforesaid and the Plaintiff was unable to use it between December 23, 1996 and May 15, 1997.

12. The Defendant, through her insurer, arranged repairs to be effected to the Plaintiff's truck between January and April 1997. Such repairs were neither complete nor adequate.

13. The Plaintiff was accordingly compelled to attend himself to the further and better repair of his truck in April and May 1997 at his own expense.

14. The Plaintiff had no other vehicle and, as a result, he was obliged to rent one from Andy's Rent-A-Car Ltd. from December 31, 1996 until January 14, 1997. The Defendant, through her insurer, provided him with a rental vehicle between January 15,

1997 and April 17, 1997 and the Plaintiff was obliged to rent another vehicle from Economy Car Rental between April 18, 1997 and May 15, 1997.

15. By reason of the damage to his truck and of his injuries, the Plaintiff has sustained loss and damage.

PARTICULARS OF SPECIAL DAMAGES

- | | | |
|-----|--|----------------|
| (a) | Andy's Rent-A-Car Ltd, December 31, 1996 to January 14, 1997 | CI \$ 850.00 |
| (b) | Economy Car Rental, April 18, 1997 to May 15, 1997 | CI \$1,435.61 |
| (c) | A & R Auto Body Shop (repairs) | CI \$1,500.00 |
| (d) | Campbell's (Cars) Ltd. (estimate) | CI \$ 25.00 |
| (e) | Dr. Victor Look Loy | CI \$ 100.00 |
| (f) | Professional Medical Centre (physiotherapy) | CI \$ 360.00 |
| (g) | Dr. Brad Harper (Doctor of Chiropractic) | CI \$ 1,230.00 |
| (h) | Medication | CI \$ 45.12 |

(i) Loss of Earnings

CI \$ 6,000.00

Total

CI \$11,545.73


16. The Plaintiff will continue to require medical and/or chiropractic treatments and medication as a result of his injuries and of the Defendant's negligence as aforesaid.
17. The Plaintiff has also suffered damages for pain, suffering and loss of amenities, and will continue to do so, as a result of his injuries and of the Defendant's negligence as aforesaid.
18. The Defendant is liable towards to Plaintiff for the damages which he has suffered and will continue to suffer as alleged in paragraphs 8, 9, 10, 12, 13, 14, 15 and 16 hereof.
19. The Defendant has systematically refused to adequately compensate the Plaintiff for the damage which he has suffered as aforesaid and, accordingly, she should be ordered to pay interest on any amount which she is found to owe to the Plaintiff at the maximum rate provided by law and by the Rules.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:

- (a) SPECIAL damages in the amount of CI \$11,545.73.
- (b) GENERAL damages.
- (c) PRE-JUDGMENT interest in accordance with Section 34 of *The Judicature Law* (1995 Revision).

- (d) POST-JUDGMENT interest in accordance with Section 34 of *The Judicature Law* (1995 Revision).
- (e) FURTHER and/or other relief.
- (f) COSTS.

DATED this 7th day of April, 1999.


NELSON & COMPANY
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant, Cheryl A. Gealey

STATEMENT REGARDING INTEREST

- (i) The prescribed rates of interest on the Plaintiff's claim for special damages are 7 3/8% until January 31, 1998 and 7 7/8% thereafter.
- (ii) Although most of the Plaintiff's special damages were sustained in 1997, the Plaintiff has chosen a median date of June 1, 1997 to calculate the interest thereon the entire amount thereof, a method which is more favourable to the Defendant than to him.

(iii) The total amount of interest claimed on the Plaintiff's special damages as at April 7, 1999 is CI \$1,645.86.

(iv) The amount of interest accruing each day on the Plaintiff's claim for special damages thereafter is CI \$2.49.

STATEMENT REGARDING INSURER

The Defendant's insurer is Lloyd's of London effected through Colin Luke & Associates (Insurance) Ltd., P.O. Box 144 G.T., Grand Cayman, Cayman Islands, B. W.I.

This Writ was issued by Messrs. Nelson & Company, Attorneys-At-Law for the Plaintiff, whose address of service is P. O. Box 2075, 4th Floor, West Wind Building, George Town, Grand Cayman.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

The accompanying form of Acknowledgment 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 GT, Grand Cayman.

Notes for Guidance

1. The Defendant is required to complete an Acknowledgment of Service and return it to the Court's Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner), you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, an originating summons served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant issued 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 Originating Summons".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Court's Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 226 OF 1999

BETWEEN: CLIFTON RINGROSE

PLAINTIFF

AND: CHERYL A. GEALEY

DEFENDANT

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 and information required is omitted or given wrongly,

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

THIS 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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for -
[Defendant in person]

Address for service:

Please complete 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 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 communications for him should be sent. In the case of a limited company, "residence" means its registered 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.

*Nelson & Company
West Wind Building
P. O. Box 2075
George Town
Grand Cayman*

Phone: 949 9710

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