

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ³⁵⁹ OF 1999

BETWEEN: JEAN BROWN **PLAINTIFF**
AND: (1) GEORGE GLADISTON MANDERSON
(2) GEORGE OLLEN MANDERSON **DEFENDANTS**

WRIT OF SUMMONS

TO: George Gladiston Manderson, of PO Box 2574GT, Grand Cayman, Cayman Islands.

AND TO: George Ollen Manderson, of Pirate Lane, Grand Cayman, Cayman Islands.

AND TO: Motor & General Insurance Company Ltd., of PO Box 1094GT, Grand Cayman, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out in the attached Statement of Claim.

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 495GT, George Town, Grand Cayman, 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 7th day of June 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 the date of issue unless renewed by order of the Court.

IMPORTANT

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

Charles Adams, Ritchie & Duckworth

CHARLES ADAMS, RITCHIE & DUCKWORTH

**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 495GT, George Town, Grand Cayman.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. A Defendant who states in his Acknowledgment 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 indorsed on the Writ (i.e. the words "Statement of Claim" appear at the top of page 2 or there is an attached "Statement of Claim"), the Defence must be served within 14 days after the time for acknowledgement of service of the Writ, unless in the meantime a summons for judgment is served on the defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 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 14 days after his Acknowledgment, 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the 14 days for acknowledgment of 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 his 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 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.
7. Where the Defendant is a MINOR or a MENTAL 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.

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

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 or 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.

Charles Adams, Ritchie & Duckworth
Attorneys-at-Law
P.O. Box 709GT
George Town
Grand Cayman

Ref: RDF 056/200

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

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of her said Attorneys-at-Law, P.O. Box 709GT, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 1999

BETWEEN: JEAN BROWN **PLAINTIFF**

AND: (1) GEORGE GLADISTON MANDERSON
(2) GEORGE OLLEN MANDERSON **DEFENDANTS**

STATEMENT OF CLAIM

1. The Plaintiff resides at East End, Grand Cayman, Cayman Islands.
2. On the 24th day of July 1998 at or about 5:30p.m. the Plaintiff was lawfully standing by the northern side of Poinciana Drive a short distance to the east of the junction with Spotts Newlands Road waiting to catch a bus to take her home when she was struck by a Chevrolet pick-up truck (the 'Chevrolet') that had broken free from the tow rope attaching it to a white Pontiac Grand Prix (the "Pontiac") registration number 50745 being driven by the First Defendant.
3. The said Chevrolet was at all material times being steered and/or controlled by the Second Defendant.
4. The said accident was caused by the negligence and/or breach of statutory duty under Sections 52 and 55 of the Traffic Law (Revised) of the First Defendant and/or the Second Defendant.

PARTICULARS OF THE FIRST DEFENDANT'S NEGLIGENCE
AND/OR BREACH OF STATUTORY DUTY

The First Defendant was negligent and/or in breach of statutory duty in that he:

- (a) Failed to take any or any sufficient care to ensure that the said Chevrolet was properly secured to the Pontiac in a manner appropriate for being towed;
- (b) Failed to use or cause to be used towing material of sufficient strength and/or design for the purpose;
- (c) Attached the tow rope or caused it to be attached to an inappropriate part of the Pontiac, namely the cross-piece between the rear wheels, and to an inappropriate part of the Chevrolet, namely the front bumper;
- (d) Failed to give any or any adequate warning that the said Chevrolet had broken free from the said Pontiac and was no longer being towed by the same;
- (e) Failed to exercise any or any proper care and attention when using the road and/or to have any or any proper regard to the safety of others.

**PARTICULARS OF THE SECOND DEFENDANT'S NEGLIGENCE
AND/OR BREACH OF STATUTORY DUTY**

The Second Defendant was negligent and/or in breach of statutory duty in that he:

- (a) Failed to take any or any sufficient care to ensure that the said Chevrolet was properly secured to the said Pontiac in a manner appropriate for being towed;
- (b) Failed to use or cause to be used towing material of sufficient strength and/or design for the purpose;
- (c) Attached the tow rope or caused it to be attached to an inappropriate part of the Pontiac, namely the cross-piece between the rear wheels, and to an inappropriate part of the Chevrolet, namely the front bumper;
- (d) Failed to give any or any adequate warning that the said Chevrolet had broken free from the said Pontiac and was no longer being towed by the same;
- (e) Failed to keep any or any proper look out;
- (f) Failed to see the Plaintiff and/or heed the Plaintiff's presence at the side of the road;
- (g) Failed to exercise any or any proper care and attention when using the road and/or to have any or any proper regard to the safety of others;
- (h) Failed to stop, slow down, steer or otherwise control the said Chevrolet so as to avoid hitting the Plaintiff; and

5. By reason of the negligence and/or breach of statutory duty of the First Defendant and/or the Second Defendant the Plaintiff suffered personal injury, pain, loss and damage.

PARTICULARS OF INJURY

The Plaintiff was born of the 8th day of February 1955 and was 43 years of age at the time of the said accident. As a result of the said accident the Plaintiff was briefly rendered unconscious and was conveyed to George Town Hospital by ambulance where it was ascertained that she had sustained contusion of her right wrist and shoulder and fractures of both rami of both pubic bones. The Plaintiff remained hospitalised for bed rest, pain management and physiotherapy until the 5th day of August 1998. The Plaintiff was given sick leave until the 31st day of October 1998 and, on medical advice, attended the George Town Hospital for physiotherapy treatment as an out patient three times each week for a period of two months. Recent x-rays of the Plaintiff's pelvis have shown the fractures to be healing well in good position and it is expected that there will be no long term effects on her pelvis. A recent physical examination of Plaintiff has revealed a ganglion on her right wrist that will require further examination from time to time and may require surgical excision if it does not resolve spontaneously. The Plaintiff continues to have pain in her lower back radiating around into her hips, in her right wrist and around her right shoulder as a result of the said accident all of which cause considerable discomfort, particularly whilst the Plaintiff is engaged in her work as a domestic helper and whilst lying down.

PARTICULARS OF LOSS AND DAMAGE

The Plaintiff claims special damages as follows:

(a) Cost of medical treatment at George Town Hospital*	4,239.75
(b) Cost of medical examination by Orthopaedic Surgeon	300.00
(c) Loss of wages	2,923.00
(d) Cost of home help	500.00
(e) Cost of damage to clothing, handbag and shoes	175.70
(f) Cost of damage to watch and bracelet	250.80
	CIS <u>8,389.25</u>

*This loss is continuing.

6. The Pontiac is insured under a third party liability policy issued by Motor & General Insurance Company Ltd. of PO Box 1094GT, Grand Cayman, Cayman Islands.
7. The Plaintiff further claims to be entitled to interest on such general and/or special damages as may be awarded, at such rate, and for such period as the Court shall deem just, pursuant to section 62 of the Judicature Law.

AND THE PLAINTIFF CLAIMS:

1. Damages
2. Further or other relief
3. Interest as aforesaid
4. Costs

Dated this 7th day of June 1999.

Charles Adams, Ritchie & Duckworth

CHARLES ADAMS, RITCHIE & DUCKWORTH
Attorneys-at-Law for the Plaintiff

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth for and on behalf of the Plaintiff herein whose address for service is Zephyr House, Mary Street, PO Box 709GT, Grand Cayman.