

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁴¹⁰ OF 1999

BETWEEN:

WALTER SIDDON

PLAINTIFF

-and-

TREASURE ISLAND RESORT (Cayman) LIMITED

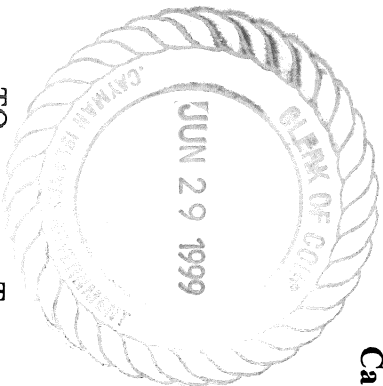
Carrying on business as Treasure Island Resort

FIRST DEFENDANT

-and-

MIGUEL GOMEZ MARTINEZ

SECOND DEFENDANT



WRIT OF SUMMONS

TO: Treasure Island Resort (Cayman) Limited

AND TO: Miguel Gomez Martinez



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 Court Office, P. O. Box 495G, 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 Acknowledgment 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 day of 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times the operator of a bicycle lawfully riding on a public roadway, West Bay Road.
2. The First Defendant, Treasure Island Resort (Cayman) Limited, was at all material times the owner of a Nissan Pick-up motor vehicle bearing Cayman Islands Registration number 50492 (“the Defendants’ vehicle”).
3. The Second Defendant was at all material times the operator of the Defendants’ vehicle.
4. At all material times the Second Defendant was an employee of the First Defendant and was operating the Defendants’ vehicle with the approval or on the direction of the First Defendant for business purposes of the First Defendant. Alternatively, the First Defendant permitted the Second Defendant to use the Defendants’ vehicle with a presumption that the said vehicle would be used, wholly or in part, for the business purposes of the First Defendant.
5. The First Defendant is vicariously liable for the negligent acts of the First Defendant based upon the above.
6. On July 2, 1996, the Plaintiff was operating his vehicle travelling northbound on West Bay Road in Grand Cayman. The Plaintiff was in the proper driving lane and conducting himself reasonably and in compliance with the rules of the road.
7. At or about the same time, the Second Defendant was operating the Defendant’s vehicle in or at the entrance\exit driveway from Treasure Island Resort to West Bay Road. The Second Defendant drove the Defendants’ vehicle from Treasure Island Resort on to West Bay Road causing the Defendant’s vehicle to strike the Defendant riding his bicycle as described above
8. The Plaintiff was knocked from his bicycle causing injury to himself and damage to his bicycle.
9. The said collision was caused solely by the negligence of the Second Defendant for which the First Defendant is vicariously liable.

PARTICULARS OF NEGLIGENCE

10. The First Defendant:
 - a. failed to keep a proper lookout;
 - b. failed to keep his motor vehicle under proper control;

- c. on the occasion in question, he was an incompetent driver lacking in reasonable skill and self-command and ought not to have attempted to operate a motor vehicle;
- d. failed to take reasonable care to avoid an accident which he saw or should have seen was likely to happen;
- e. failed to exercise due care and skill in the management of the motor vehicle he was operating; and,
- f. failed to observe the rules of the road as required by The Traffic Law (1991).

11. By reason of the said negligence of the Defendant and resulting collision, the Plaintiff has, continues to have and is expected to continue to have severe personal injuries and, accordingly, has suffered injury, loss and damage.

PARTICULARS OF INJURIES

10. The Plaintiff has suffered from:
- a. Injury to the lower back;
 - b. Injury to the left shoulder;
 - c. Injury to the left knee, and;
 - d. Injury to the left finger.

PARTICULARS OF SPECIAL DAMAGES

11. The Plaintiff has incurred:
- a. Loss of income from the date of the accident such loss continuing to the date of the issuance of the Writ;
 - b. Damage to the Plaintiff's bicycle;
 - c. Medical expenses and ancillary costs relating to transportation.
12. The Plaintiff will continue to incur expenses relating to treatment and necessary ancillaries.
13. The Plaintiff will continue to have a diminished income until or if he achieves a level of sufficient recovery enabling him to resume his employment at pre accident levels.
14. The Plaintiff claims Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.

AND THE PLAINTIFF claims:

1. General Damages
2. Special Damages
3. Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.
4. Costs
5. Such further and other relief as this Honourable Court Deems just.

Collins Broadhurst & Furniss

COLLINS BROADHURST & FURNISS

Attorneys-at-Law for the Plaintiff

INDORSEMENT OF INSURER

The Plaintiff's claim arises out of the use of a motor vehicles on a public road. The insurer of the Defendant named herein is Briam Insurance Brokers & Agents (Cayman) Ltd. whose address for service is P. O. Box 2174 GT, Grand Cayman, Cayman Islands

This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P. O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 410 OF 1999

BETWEEN:

WALTER SIDDON

PLAINTIFF

-and-

TREASURE ISLAND RESORT (Cayman) LIMITED
Carrying on business as Treasure Island Resort

FIRST DEFENDANT

-and-

MIGUEL GOMEZ MARTINEZ
SECOND DEFENDANT

ACKNOWLEDGMENT 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 or otherwise participate in the proceedings (tick appropriate box)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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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.

Yes	<input type="checkbox"/>
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Service of the Originating Summons is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for Service:

Notes on address for service

Attorney: when 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 Island, 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:

Collins Broadhurst & Furniss
Attorneys-at-Law
40 Linwood Street
P. O. Box 2503 GT
Grand Cayman, Cayman Islands

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

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. 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. 495GT, George Town, Grand Cayman.

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 on the top of page 2), the Defence must be served within 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 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 Acknowledgement 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 next page for notes for guidance.

Please complete next page

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. 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 necessarily (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, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is used in a name different form his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name sated 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 authorized to act on behalf for 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 Courts Office