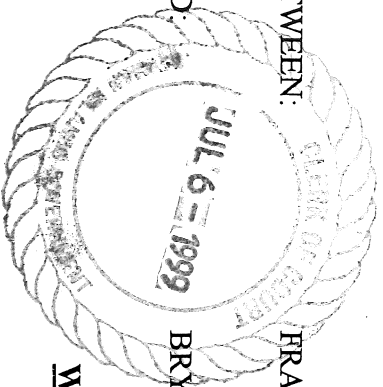


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 423 OF 1999

Fees Paid..	\$100.-
Receipt No. ....	965544
Date .....	25.6.99

*Copy*



BETWEEN: FRANCIS GERARD BRENNAN Plaintiff

AND: BRYAN ARTHUR HUNTER Defendant

WRIT OF SUMMONS

To: Bryan Arthur Hunter  
 P. O. Box 30694 SMB  
 Snug Harbour  
 George Town  
 Grand Cayman  
 B. W. I.



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of P. O. Box 909 GT, Grand Cayman, in respect of the claim set out on the next page.

Within fourteen (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 495, 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 judgement may be entered against you forthwith without further notice.

Issued this 6<sup>th</sup> day of ~~June~~ July, 1999.

NOTE - This Writ may not be served later than four (4) calendar 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.

**STATEMENT OF CLAIM**

1. The plaintiff is a British citizen and a member of the Royal Cayman Islands Police who resides at Red Bay, island of Grand Cayman.
2. The defendant is a Caymanian who resides in George Town, island of Grand Cayman.
3. At approximately 8:50 a.m. on 6th May, 1998:
  - (a) The plaintiff was driving a police motorcycle in the northbound lane of Harbour Drive, in George Town, whilst engaged in police duty.
  - (b) The defendant was driving a Jeep utility vehicle in the southbound lane of Harbour Drive.
4. The defendant, upon reaching the level of the entrance to the George Town port area, veered to the right and drove directly across the northbound lane of Harbour Drive in order to effect a "U-turn", thus bringing his vehicle directly in the path of the northbound vehicular traffic generally and, in particular, in the plaintiff's path.
5. The plaintiff realised, when he saw the defendant's vehicle crossing his path, that he could not stop his motorcycle in time to avoid a collision. He was unable to go around the defendant's vehicle because of steady southbound traffic and,

accordingly, laid his motorcycle to its right side on the road to stop it. Both the plaintiff and his motorcycle slid along Harbour Drive and the motorcycle collided with the defendant's Jeep.

6. The defendant admitted liability to the plaintiff and to a police officer who investigated the accident shortly thereafter.

7. The defendant was convicted of careless driving as a result of the events described in paragraphs 3 and 4 hereof on 14th December, 1998.

8. The accident described in paragraphs 3 and 4 hereof ("the accident") was caused entirely by the defendant's negligence.

PARTICULARS OF NEGLIGENCE

(a) The defendant failed in his duty to give the right of way to all approaching vehicles before making a right hand turn.

(b) The defendant obstructed the path of the northbound vehicular traffic in general and that of the plaintiff in particular.

(c) The defendant failed in his duty to drive in such a way as to avoid the possibility of collision with other road users in general and with the plaintiff in particular.

- (d) The defendant failed in his duty to give clearance to vehicles coming from the opposite direction in general and to the plaintiff's vehicle in particular.
  - (e) The defendant failed in his duty to observe all oncoming traffic on the road in front of him prior to making a right-hand turn and, in particular, to observe the plaintiff's vehicle.
  - (f) The defendant executed a right-hand turn while Harbour Drive was not free of oncoming traffic.
  - (g) The defendant executed a highly dangerous maneuver, i.e. a "U-turn", without regard for the northbound traffic in general and for the plaintiff's vehicle in particular and without ensuring that he would not obstruct the said traffic in general and the plaintiff's vehicle in particular.
9. The plaintiff was injured as a result of the accident.

PARTICULARS OF INJURIES

The plaintiff sustained road burns to his right side, a contusion to his right lateral hip area and injuries to his right lower back in the lumbar area. He was taken to the George Town Hospital after the collision, examined at the Emergency Department and released with some medication.

The plaintiff sustained discomfort in the iliolumbar space and to his right low back for a long time after the accident. The muscles surrounding his spine and running therefrom to the side of his pelvis were injured, and so was his iliolumbar ligament and some of the ligaments which join his lower spinal joints.

The plaintiff was treated, after the accident, by a chiropractor, an orthopedic surgeon and a physiotherapist. He also carried out swimming and stretching exercises but, despite that, he gained a substantial amount of weight, to his great discouragement.

The plaintiff was, at the time of the accident, very physically active. He was, in particular, a serious squash player. He was unable to engage in his favourite sport for months after the accident.

The plaintiff was unable to work for several weeks. He continued to suffer from back pain even after he returned to duty. He was discouraged by this slow recovery.

In summary, the plaintiff's injuries had a very serious adverse impact on his life for several months

10. The plaintiff sustained loss and damage as a result of the accident and of the injuries described in paragraph 9 hereof.

PARTICULARS OF SPECIAL DAMAGES

The Cayman Orthopedic Group

CI\$300.00


11. The plaintiff has sustained a great deal of pain, suffering and loss of amenities as a result of the accident and of his injuries.
12. The defendant has refused to compensate the plaintiff for his loss and his damages.

AND THE PLAINTIFF CLAIMS FROM THE DEPENDANT:-

- (a) SPECIAL damages in the amount of CI\$300.00.
- (b) GENERAL damages.
- (c) PRE-JUDGEMENT interest pursuant to section 34 of The Judicature Law (1995 Revision).
- (d) POST-JUDGEMENT interest pursuant to section 34 of The Judicature Law (1995 Revision).
- (e) FURTHER and/or other relief.

(f) COSTS.

Dated this 24<sup>th</sup> day of June, 1999

  
Morris M. Garcia  
Attorney-at-law for the plaintiff

To: The Clerk of the Court

And to: The defendant

STATEMENT REGARDING INTEREST

- (i) The prescribed rates of interest, during the relevant period, were  $7 \frac{7}{8} \%$  until 31st December, 1998 and 7% since 1st January, 1999.
- (ii) The date from which interest is calculated is 8th July, 1998.
- (iii) The total amount of interest claimed as at the date of issue of the writ is C1\$26.25.
- (iv) The amount of interest accruing each day thereafter is C1\$0.06 per day.

INDORSEMENT AS TO INSURER

The insurer of the defendant's vehicle, at the relevant time, was Dyll Insurance Co, c/o Cayman Insurance Centre, P. O. Box 10056 APO, Cayman Business Park, Thomas Russell Way, George Town, Grand Cayman, B. W.I.

THIS WRIT OF SUMMONS was issued by Morris M. Garcia, the attorney-at-law for the plaintiff, whose address for service is P. O. Box 1185, George Town, Grand Cayman, Cayman Islands, B. W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO      OF 1999

BETWEEN:                      FRANCIS GERRARD BRENNAN                      Plaintiff  
AND:                              BRYAN ARTHUR HUNTER                              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                      Delay may result in judgment being entered  
directions and notes for guidance                      against a Defendant whereby he may have to  
carefully before completing this form. If                      pay the costs of applying to set it aside.  
given wrongly, 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 sum, 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

Please complete overleaf.

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

Morris M Garcia  
attorney-at-law  
P.O.Box 1185G  
Grand Cayman

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

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Filed by Morris M Garcia, Suite #2, Newlaw Building, George Town, Grand Cayman,  
attorney-at-law fo the Plaintiff.

**DIRECTIONS FOR ACKNOWLEDGEMENT 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. Box 495, 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 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 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 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.
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.