

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 3 OF 1996.

Between:



CARL HUDSON



Plaintiff

-and-

TONY JAMES

1st Defendant

-and-

PRUDENTIAL ASSURANCE CO. LTD.

2nd Defendant

-and-

COLIN LUKE & ASSOCIATES (INSURANCE) LTD.

3rd Defendant

-and-

COLIN LUKE

4th Defendant

-and-

CAYMAN GENERAL INSURANCE CO.

5th Defendant

WRIT OF SUMMONS

TO: Tony James
c/o Blanche's Boutique
P.O. Box
Grand Cayman

AND TO: Prudential Assurance Co. Ltd.
P.O. Box 144, G.T.
Grand Cayman

AND TO: Colin Luke & Associates (Insurance) Ltd.
P.O. Box 144, G.T.
Grand Cayman

AND TO: Colin Luke
P.O. Box 144, G.T.
Grand Cayman

AND TO: Cayman General Insurance Co.
P.O. Box 2171, G.T.
Grand Cayman



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 fourteen (14) days after the service of this Writ, including the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, G.T., 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 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 *30th* day of *January*, 1996.



NOTE - This Writ may not be served later than four (4) calendar months (*or, if leave is required to effect service out of the jurisdiction, six (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.



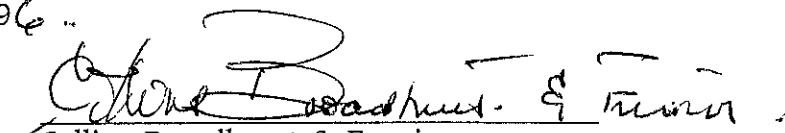
STATEMENT OF CLAIM

1. The Plaintiff is an electrical contractor who at all relevant times worked in George Town, Grand Cayman.
2. The Second, Third, Fourth, and Fifth Defendants are insurance companies and/or insurance agents with registered offices in George Town, Grand Cayman.
3. On the 4th day of January, 1990, the Plaintiff was involved in a motor vehicle accident in George Town, Grand Cayman.
4. At the time of the accident the Plaintiff was the driver of a motor vehicle licence #21801 insured with Cayman General Insurance Co. The driver of the other vehicle, Tony James, was insured with Prudential Insurance Co. Ltd.
5. On the 18th day of January, 1991, Mr. Colin Luke, the manager and/or agent of Prudential Insurance Co. Ltd., gave an undertaking to Mr. Danny A. Scott, president of Cayman General Insurance Co. Ltd., who was acting on behalf of the Plaintiff, that he would settle the Plaintiff's loss if his client, Tony James, was convicted of careless driving.
6. Acting on the above mentioned undertaking the Plaintiff took no further legal action against the driver of the other vehicle, Tony James.
7. Subsequently, Tony James was convicted of careless driving.
8. In spite of efforts on behalf of the Plaintiff's attorney-at-law the Second and Third and Fourth Defendants have consistently refused to settle the Plaintiff's claim contending that it is now statute barred.
9. The Plaintiff claims against the Defendants for damages and against the Second, Third and Fourth Defendants for breach of warranty of authority and/or deceit and/or breach of contract on the basis that he relied on the Second, Third, and Fourth Defendants in utmost good faith and altered his legal position as a result of their undertakings.

AND THE PLAINTIFF claims:

1. Damages;
2. Punitive damages; and
3. Costs.

Dated this 3 day of January, 1996 ..


Collins Broadhurst & Furniss
Attorneys-at-Law for the Plaintiff

This Writ & Statement of Claim has been issued by Collins Broadhurst & Furniss whose address for service is Elizabethan Square, P.O. Box 2503, G.T., Grand Cayman, Cayman Islands, B.W.I.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, G.T. Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 fourteen 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.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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.

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Plaintiff

-and-

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1st Defendant

-and-

PRUDENTIAL ASSURANCE CO. LTD.

2nd Defendant

-and-

COLIN LUKE & ASSOCIATES (INSURANCE) LTD.

3rd Defendant

-and-

COLIN LUKE

4th Defendant

-and-

CAYMAN GENERAL INSURANCE CO.

5th Defendant

ACKNOWLEDGEMENT 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.
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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 judgment entered by the Plaintiff (*tick box*)
Yes []

Service of the Writ is acknowledged accordingly

(signed) _____

[Attorney] for

[Defendant in Person]

Address for service:

Notes on address for service

Attorney: where 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 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.

Endorsement 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
P.O. BOX 2503 ELIZABETHAN SQUARE
GEORGE TOWN, GRAND CAYMAN
BRITISH WEST INDIES

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

A large, empty rectangular box with a thin black border, intended for the defendant's attorney or the defendant to provide their name, address, and reference if they are suing in person.