

IN THE GRAND COURT OF THE CAYMAN ISLANDS

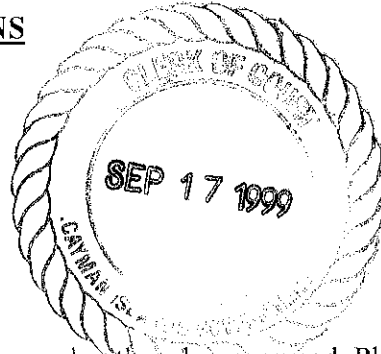
CAUSE NO 561 OF 1999

BETWEEN: UNITED EQUIPMENT LTD. PLAINTIFF

AND: EAGLE TRANSPORT LTD. DEFENDANT

WRIT OF SUMMONS

To: Eagle Transport Ltd.  
c/o C.L. Flowers & Sons Ltd.  
PO Box 93  
George Town  
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 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 Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 15<sup>th</sup> day of September 1999.



NOTE – This Writ may not be served later than 4 calendar months (of, 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.

### **STATEMENT OF CLAIM**

1. On or about 9<sup>th</sup> June 1997 at approximately 12:45 pm Cyril Parchment an employee of the Plaintiff was driving a Ford truck registration No. 37434 in the course of his employment in a northerly direction along West Bay Rd. in the vicinity of the Marriott Hotel and Regal Beach Club condominiums. Immediately in front, a forklift truck was being driven by an employee of the defendant in the course of his employment. The forklift truck which was loaded with concrete blocks turned left into the entrance of Regal Beach Club. Whilst the Plaintiff's truck was passing the entrance to Regal Beach Club the forklift truck rolled backwards on to West Bay Road and collided with the left side of the Plaintiff's truck.
  
2. The said collision was caused by the negligence and or breach of statutory duty under Sections 52 and 55 of the Traffic Law (Revised) by the defendant, their servants or agents.

### **PARTICULARS**

3. The Defendant, their servants or agents were negligent and or in breach of their said statutory duties by:-
  - (a) failing to drive in such a manner as to have full control of their forklift truck at all times.
  - (b) failing to keep any or a proper look out and or to heed the presence of the Plaintiff's truck.
  - (c) failing to apply his brakes in time or at all or so to steer or control his forklift truck so as to avoid the said collision.
  - (d) failing to exercise any or any proper care and attention when using the road and/or to have any proper regard for the safety of other road users.

4. By reason of the Defendants, their servants or agents negligence and or breach of duty the Plaintiff has suffered loss and damage.

**PARTICULARS OF SPECIAL DAMAGES**


Damage to vehicle	CI\$3145.00
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5. The Plaintiff claims interest pursuant to Section 34(1) of the Judicature Law (1995 Revision) at the prescribed rate and for such periods as the Court thinks fit.

AND THE Plaintiff Claims:-

- (i) Special Damages
- (ii) Interest pursuant to Section 34(i) of the Judicature Law (1995 Revision)
- (iii) Costs

Dated this 15<sup>th</sup> day of September 1999

  
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C.S. GILL & CO.  
Attorneys-at-Law for the Plaintiff