

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 608 OF 199

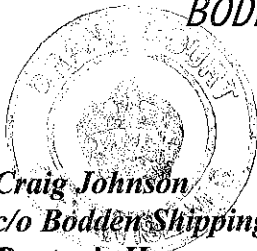
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 1999

*BETWEEN
AND
AND*

*MORNA CHISHOLM
CRAIG JOHNSON
BODDEN SHIPPING AGENCY*

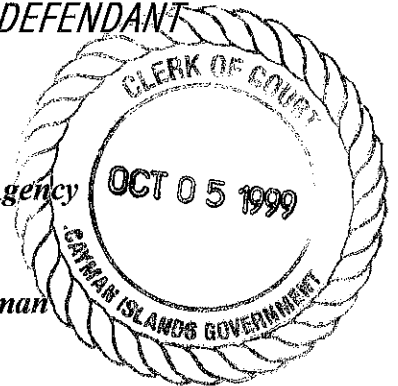
*PLAINTIFF
1st DEFENDANT
2nd DEFENDANT*



WRIT OF SUMMONS

*TO: Craig Johnson
c/o Bodden Shipping Agency
Panton's House
South Church Street
George Town, Grand Cayman*

*& Bodden Shipping Agency
Panton's House
South Church Street
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 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 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 ^{5th} day of *October* 199 *9*

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.

ENDORSEMENT

The Plaintiff claims against the Defendants herein to recover damages in respect of property damage and personal injury sustained as a consequence of a motor vehicle accident on or about the 24th day of June 1997 along Cardinal Avenue, in the vicinity of the Bank of Nova Scotia, George Town, Grand Cayman. On that day and at that location the First Defendant, the agent and/or servant of the Second Defendant, so negligently drove and operated the Second Defendant's motor vehicle 50 969, whilst in the course of his employment, that the same violently collided into the rear of the Plaintiff's stationary vehicle, to wit a Mitsubishi Spacewagon licensed number 64 998, that the said collision caused damage to the Plaintiff's said motor car and personal injury to the Plaintiff.

Dated this 4th day of October 1999

Samson Murray Jackson
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of her said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 608 OF 1999

BETWEEN MORNA CHISHOLM PLAINTIFF
AND CRAIG JOHNSON 1st DEFENDANT
AND BODDEN SHIPPING AGENCY 2nd 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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 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 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:

Samson Murray Jackson
Attorneys-at-Law
The Ground Floor (West Wing)
Sigma Building, George Town, Grand Cayman
PO Box 10067 APO, Grand Cayman
Cayman Islands, B.W.I.

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 608 OF 1999

<i>BETWEEN</i>	<i>MORNA CHISHOLM</i>	<i>PLAINTIFF</i>
<i>AND</i>	<i>CRAIG JOHNSON</i>	<i>1st DEFENDANT</i>
<i>AND</i>	<i>BODDEN SHIPPING AGENCY LTD.</i>	<i>2nd DEFENDANT</i>

STATEMENT OF CLAIM

1. The Plaintiff is a resident of the Cayman Islands was at all times the owner and driver of Mitsubishi Spacewagon motor vehicle bearing license number 64 998.
2. The First Named Defendant represented to the Plaintiff that he was at all material times the employee of the Second Named Defendant and acting in the scope of his said employment, at the time of the accident complained of, whilst driving motor vehicle licensed number 50 969. Alternatively, the First Named Defendant drove the said motor vehicle in his own regard.
3. The Second Named Defendant was at all material times a Company registered under the Company Law of the Cayman Islands and the employer of the First Named Defendant and the owner of the aforesaid motor vehicle licensed number 50 969, which said vehicle the First Defendant at the material time drove with the consent and authority of the Second Named Defendant.
4. On or about the 24th day of June 1997 the Plaintiff was waiting in her aforementioned motor vehicle, in a stationary position, in a line of traffic along Cardinal Avenue, George Town, Grand Cayman, in the vicinity of the Bank of Nova Scotia, when the First Named Defendant so negligently drove, operated, managed and controlled motor vehicle licensed 50 969 along the said road that he caused or permitted the same violently to run into the rear of the Plaintiff's said motor vehicle.

Particulars of Negligence

- (a) Driving at a speed which was excessive in the circumstances;
- (b) Failing to keep any or any proper look-out or to have any or any sufficient regard for the users of the said road;
- (c) Driving too close to the Plaintiff's motor-vehicle;
- (d) Driving along the said road without paying any or any sufficient regard to the line of waiting or stationary traffic on the road;

- (e) Causing or permitting his said motor vehicle to crash into the rear of the Plaintiff's motor vehicle and/or failing to take any or any adequate measures to prevent the said collision;
 - (f) Failing to exercise or maintain any or any sufficient or adequate control of his said motor vehicle;
 - (g) Running into the rear of the Plaintiff's motor vehicle;
 - (h) Failing to stop, to slow down, to swerve or in any other way so to manage or control his said motor vehicle as to prevent the said collision.
5. By reason of the matters aforesaid the Plaintiff sustained severe personal injuries and suffered loss and damage.

Particulars of injuries

- (i) Sheering of the lateral joint surface of the right knee;
- (ii) Irreversible Damage to the articular cartilage;
- (iii) Lumbosacral sprain;
- (iv) Torn lateral meniscus of the right knee;
- (v) Whiplash.

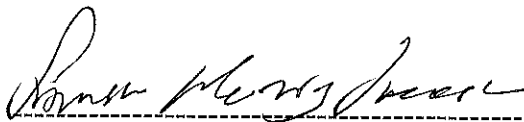
Particulars of Special Damages

(i)	Cost of Traffic Accident Report	CIS 75.00
(ii)	Damage to vehicle	CIS\$1,614.90
(iii)	Cost of Right knee Arthroscopic menisectomy	CIS\$4,710.00
(iv)	Cost of Medical Report	CIS 100.00
(v)	Hospital Fee	CIS 454.38
(vi)	Specialists Consultation fees	<u>CIS 235.00</u>
		CIS\$7,189.28

AND THE PLAINTIFF CLAIMS:

1. Damages;
2. The amount of CIS\$7,189.28;
3. Interest at the Statutory rate;
4. Costs.

Dated this 4th day of October 1999



Samson Murray Jackson
Attorneys-at-Law for the Plaintiff