

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 771 OF 1999

BETWEEN: COLIN LUKE & ASSOCIATES (INSURANCE) LTD. First Plaintiff
RUDOLPH EVANS Second Plaintiff

AND: RACHEL WILKINS Defendant

WRIT OF SUMMONS

TO: Rachel Wilkins
P.O. Box 1879
George Town
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within Fourteen days [14] 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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment 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 10th day of Dec., 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 First Plaintiff is a locally incorporated company having its place of business at Thomas Russell Way, George Town. The First Plaintiff at all material times is and was properly licenced to underwrite insurance business in the Cayman Islands. At all material times the First Plaintiff were the insurers of the Second Plaintiff.

2. The Second Plaintiff was at all material times (including on 14th December 1996) insured by the First Plaintiff.

3. The Defendant was (and is believed still to be) a resident of Grand Cayman having her postal address as P.O. Box 1879 George Town.

4. On or around 14th December 1996 the Defendant was driving a Chevrolet motor vehicle (Registration No. 60187) owned by the Second Plaintiff without the Second Plaintiff's consent. Whilst driving the said vehicle south along West Bay Road the Defendant collided with a Jeep Wrangler (Registration No. 51518) which was lawfully parked unattended beside the West Bay Road in the vicinity of the West Shore Centre.

5. On the 20th January 1997 the Defendant was convicted in the Summary Court of the Cayman Islands for various traffic offences namely
 - (a) Charge 22/97 Driving Whilst Intoxicated;
 - (b) Charge 23 of 1997 Driving Without Insurance;
 - (c) Charge 24 of 1997 Taking a Vehicle Without Authority;
 - (d) Charge 25 of 1997 Driving Without a Licence .

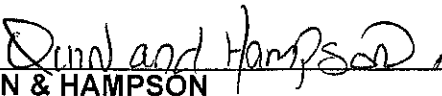
The Defendant pleaded guilty to all offences. The Plaintiffs will rely on the said convictions in any trial on the issues.

6. The First and Second Plaintiffs allege that the Defendant was negligent and as a result of such negligence the Plaintiffs and each of them have suffered loss and damage.

PARTICULARS OF NEGLIGENCE

- (a) Driving too fast;
 - (b) Failing to apply her brakes in time or at all and/or to steer or control the Second Plaintiff's vehicle so as to avoid the said collision;
 - (c) Driving having consumed so much alcohol as to impair her ability to drive safely;
 - (d) Failing to keep any or any proper look out;
 - (e) Failing to see the parked vehicle in time or at all;
 - (f) Driving into the path of and colliding with a parked vehicle;
 - (g) Further the Defendant was convicted at the Summary Court of the Cayman Islands on the 20th day of January 1997 of the offence as set out in paragraph 5 above. The conviction is relevant to the issue of negligence.
7. By a contract of insurance dated on or about 12th November, 1996 the First Plaintiff insured the Second Plaintiff against loss and damage to the Second Plaintiff's motor vehicle in consideration of premiums paid by the Second Plaintiff.
8. It was a term of the policy that the First Plaintiff would be entitled to all the rights of the insured and to use the insured's name in enforcing any rights arising from or due to any damage done to the vehicle. Pursuant to the terms of the policy, the First Plaintiff paid to the Second Plaintiff CI\$12,531.71 in full settlement of the Second Plaintiff's claim under the policy.

Dated this 10th day of December, 1999


QUIN & HAMPSON
Attorneys-at-Law for the Plaintiff

To The Defendant
 Rachel Wilkins
 P.O. Box 1879
 George Town
 Grand Cayman

And to: The Clerk of the Court
 Law Courts
 P.O. Box 495
 George Town
 Grand Cayman

THIS WRIT was issued by Messrs. Quin & Hampson, whose address for service is Harbour Centre, Third Floor, PO Box 1348, George Town, Grand Cayman, B.W.I.

GWH/mf/0451.17D071

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. Box 495G, 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 Acknowledgment 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 installments or otherwise.

See over for notes for guidance

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 his 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.

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

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
PO Box 1348
George Town,
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.