

IN THE GRAND COURT OF THE CAYMAN ISLANDS

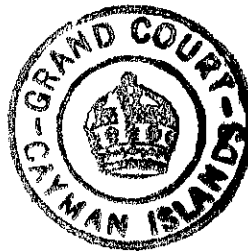
CAUSE NO. 530 of 2000

**BETWEEN:** ANTONETTE STEWART PLAINTIFF  
**AND:** JUANA SEYMOUR FIRST DEFENDANT  
**AND:** AINSLEY BEEZER SECOND DEFENDANT

WRIT OF SUMMONS

TO: Juana Seymour  
7 Ellicott Lane, Savannah

AND TO: Ainsley Beezer  
5 Orange Drive, Prospect



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 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 20<sup>th</sup> day of June 2000.

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**

**A. THE PARTIES**

1. The Plaintiff is an individual who resides on Grand Cayman, Cayman Islands and, at all materials times, was the operator of a Nissan automobile having registration number 75203 (the "Plaintiff's automobile").
2. The First Defendant, Juana Seymour (hereinafter "Seymour"), is an individual who resides on Grand Cayman, Cayman Islands, and, at all materials times, was the operator and owner of a Nissan automobile having the registration number 56868 (the "Seymour Automobile").
3. The Second Defendant, Ainsley Beezer (hereinafter "Beezer"), is an individual who resides on Grand Cayman, Cayman Islands, and, at all materials times, was the operator of a Chevrolet truck, having registration number 54419, owned by Terry Landscaping (the "Beezer Automobile").

**B. THE ACCIDENT**

4. On 17<sup>th</sup> October 1999, at or about 5:00 p.m., the Plaintiff, who had been traveling eastbound on Shamrock Road, stopped her automobile behind another vehicle to allow that vehicle to make a right turn unto Beach Bay Road.
5. While the Plaintiff's automobile was stopped, it was violently rammed from behind by the Seymour Automobile.
6. The Plaintiff's automobile was substantially damaged and the Plaintiff suffered personal injuries (more about this later).
7. The damage to the Plaintiff's automobile and the Plaintiff's personal injuries were partly or wholly caused by or contributed to by the fault or negligence of Seymour in that:
  - (1) She did not keep a proper lookout for traffic ahead;
  - (2) She did not keep a safe distance from the Plaintiff's automobile and crashed into it;
  - (3) She was not paying attention to traffic ahead of her;
  - (4) She failed to apply the brakes, in time or at all;
  - (5) She was oblivious to the safety of other users of the road;

- (6) The Seymour Automobile was not in proper repair or mechanical condition;
  - (7) The windshield of the Seymour Automobile was covered with dirt so that she could not see traffic ahead; and/or
  - (8) Other acts and/or omissions constituting fault or negligence which may become evident as this proceedings progresses.
8. The damage to the Plaintiff's automobile and the Plaintiff's personal injuries were partly or wholly caused by or contributed to by the fault or negligence of Beezer in that:
- (1) He did not keep a proper lookout for traffic ahead;
  - (2) He did not keep a safe distance from the Seymour Automobile and crashed into it;
  - (3) He was not paying attention to traffic ahead of him;
  - (4) He failed to apply the brakes in time, or at all;
  - (5) He was oblivious to the safety of other users of the road;
  - (6) The Beezer Automobile was not in proper repairs or mechanical condition;
  - (7) The windshield of the Beezer Automobile was covered with dirt so that he could not see traffic ahead; and/or
  - (8) Other acts and/or omissions constituting fault or negligence which may become evident as this proceedings progresses.
9. The Plaintiff's automobile was damaged to the extent of being a write-off. No claim is being made for damage to the automobile.

### **C. PERSONAL INJURIES**

10. The Plaintiff suffered soft issue injuries (commonly known as "whiplash") as a result of her automobile being hit from behind.
11. The aforementioned injuries have required attendances to date as follows:
- (1) Hospital Emergency Department
    - (a) 17<sup>th</sup> October 1999 (Dr. Stafford)
    - (b) 18<sup>th</sup> October 1999 (Dr. Conolly)
    - (c) 25<sup>th</sup> October 1999 (Dr. Barnes)

- (d) 26<sup>th</sup> May 2000 (Dr. Robertson)
  - (2) Physiotherapy (Dr. Oliver)
    - (a) 12 sessions between 25<sup>th</sup> October 1999 and mid-December 1999
    - (b) Continuing treatment recommenced in May 2000
  - (3) Orthopedic Surgeon (Dr. Sekhar)
    - (a) 12<sup>th</sup> June 2000
12. The Plaintiff has lost time from work as a result of her injuries.
  13. The Plaintiff's injuries and symptoms continue and she still suffers muscle soreness and pain and restriction of movement of the neck and shoulders.
  14. The Plaintiff's enjoyment of life has been substantially adversely affected and she has lost some of the amenities of the normal life she enjoyed before the accident.


**D. OUT OF POCKET EXPENSES (SPECIAL DAMAGES) TO DATE**

15. To date, the Plaintiff has suffered the following out-of-pocket expenses (special damages):
 

(a)	Police Report –	CIS\$ 75.00
(b)	Cayman Islands Health Services department –	CIS\$ 622.00
(c)	Med Lab Inc.	CIS\$ 60.00
(d)	Lost Earnings	<u>CIS\$1,100.00</u>
		<b>CIS\$1,857.00</b>
16. Dr. Sekhar recommended, on 12<sup>th</sup> June 2000, that the Plaintiff have magnetic resonance imaging (hereinafter “MRI”); however, the cost of this is approximately CIS\$1,700 and, currently, the Plaintiff cannot afford this;
17. The Plaintiff intends to apply to this Honourable Court for an order that the Defendants make interim payments of the Plaintiff's out-of-pocket expenses and the cost of an MRI.

**E. CLAIM**

18. The Plaintiff claims:
- (1) special damages to date of CI\$3,557 (including MRI) and continuing;
  - (2) general damages for injuries, pain and suffering, loss of the enjoyment of life and loss of the amenities of life; this is currently estimated at CI\$7,000 to the end of June 2000. The Plaintiff specifically reserves the right to claim a larger amount as the extent of her injuries crystallize.
  - (3) pre-judgment interest at the Cayman Islands rate in accordance with the Judicature Law;
  - (4) post-judgment interest at the Cayman Islands rate in accordance with the Judicature Law;
  - (5) attorney's fees, costs and disbursements on a full indemnity basis; and
  - (6) such further and other relief as to this Honourable Court may seem just.

  
ORREN MERREN & COMPANY  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Messrs. Orren Merren & Company, the attorneys-at-law for the Plaintiff, whose address for service is Kirk House, 3rd Floor, Albert Panton Street, George Town, P.O. Box 481G, Grand Cayman, Cayman Islands, British West Indies.

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*

*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.



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.*

Orren Merren & Company  
Attorneys-at-Law  
P.O. Box 481G  
Kirk House Third Floor  
Albert Panton Street  
Grand Cayman, 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.*

[Empty box for defendant's attorney indorsement]