

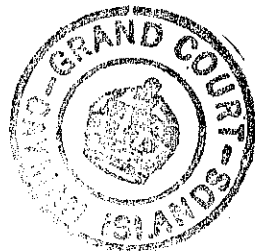
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 781 OF 2000

BETWEEN: KAREL LIEBAERS First Plaintiff
MARLEEN LIMBOURG Second Plaintiff
AND: EGBERT SMITH First Defendant
AND: QUARRY PRODUCTS LIMITED Second Defendant
AND: JULIE NICOLE HARRIS Third Defendant
AND: RICHARD HARRIS Fourth Defendant

WRIT OF SUMMONS

TO: Egbert Smith
East End, Grand Cayman
AND TO: Quarry Products Limited
A. Steve McField & Associates
P.O. Box 680, George Town
Grand Cayman
AND TO: Julie Nicole Harris
Savannah Acres
Grand Cayman
AND TO: Richard Harris
Pedro's Bluff, Savannah
P.O. Box 258GT
Grand Cayman
AND TO: British Caymanian Insurance Company
Elizabethan Square, P.O. Box 74 GT
Grand Cayman
AND TO: Britam Insurance Brokers & Agents
British American Centre
P.O. Box 2174 GT
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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17th day of October, 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

1. The First Plaintiff is a Belgian citizen currently residing at 19, Jacobs-Fontaine Straat, Brussels, Belgium. The First Plaintiff was born on 6th August 1957 and is a communication and information specialist. At the time of the accident the First Plaintiff was aged 40.
2. The Second Plaintiff is also a Belgian citizen who is married to the First Plaintiff. The Second Plaintiff was born on 26th December 1963 and at the date of the accident herein referred to was aged 34. The Second Plaintiff is an independent human resources consultant and currently resides at the same address as the First Plaintiff.
3. The First Defendant is a gardener by profession who at the date of the accident referred to herein was employed in the Cayman Islands and lived in East End. The First Defendant was at all material times the driver of a Ford Escort motor car registration No. 60576 which was at all material times owned by the Second Defendant and insured by British Caymanian Insurance Company Limited. The First Defendant in the driving of the said motor car was at all material times the servant and/or agent of the Second Defendant.
4. The Second Defendant is a limited liability company registered under the Companies Law of the Cayman Islands and has its registered office at A. Steve McField & Associates, P.O. Box 680, George Town, Grand Cayman. The Second Defendant is vicariously liable for the actions of the First Defendant at the material time.
5. The Third Defendant is a resident of the Cayman Islands who at the material time was living at Savannah Acres in Grand Cayman. The Third Defendant was at all material times the driver of a Pontiac Sunfire motor car registration No. 62572 which at all material times was owned by the Fourth Defendant and insured by Britam Insurance Company. The Third Defendant in the driving of the said motor car was at all material times the servant and/ or agent of the Fourth Defendant.

6. The Fourth Defendant resides at Pedro's Bluff, Savannah, Grand Cayman and is vicariously liable for the actions of the Third Defendant at the material time.
7. At some time around midday on the 30th December 1997 (a Tuesday) the First Plaintiff and the Second Plaintiff were lawfully walking towards George Town on the unpaved shoulder on the south side of Red Bay road in the vicinity of Selkirk Drive in the Red Bay area of Grand Cayman, when a Pontiac Sunfire motor vehicle registration No. 62572 and driven by the Third Defendant left the main Red Bay road carriageway and collided with the First Plaintiff and the Second Plaintiff thereby violently knocking them to the ground.
8. The accident was caused by the negligence of the First Defendant, or alternatively, by the negligence of the Third Defendant, or, in the further alternative, by the joint negligence of the First and Third Defendants.

PARTICULARS OF NEGLIGENCE OF THIRD DEFENDANT

- (i) Failing to keep any or any proper look out;
- (ii) Driving too fast in all the circumstances;
- (iii) Leaving the main carriageway and driving on to the unpaved shoulder and colliding with the First and Second Plaintiff;
- (iv) Failing to steer or control the motor car or to apply her brakes adequately or at all so as to avoid colliding with the First Plaintiff and the Second Plaintiff;
- (v) Failing to take any or any adequate care for the safety of the First and Second Plaintiffs;
- (vi) Failing to see the First Defendant's motor vehicle in time or at all and thereby failing to anticipate the actions of the First Defendant.

PARTICULARS OF NEGLIGENCE OF FIRST DEFENDANT

- (i) Failing to keep any or any proper lookout;
- (ii) Steering or controlling his motor vehicle so as to divert the path of the Second Defendant and thereby forcing the Third Defendant to lose control of her vehicle;
- (iii) Driving without warning out of a line of traffic thereby forcing the Third Defendant to swerve in order to avoid a collision with the First Defendant's motor vehicle and in so doing colliding with the First plaintiff and the Second Plaintiff;
- (iv) Failing to keep a straight or proper course on the roadway;
- (v) Failing to heed the presence of the Third Defendant's motor vehicle which was proceeding in the left lane towards South Sound and was in the process of going past the First Defendant's motor vehicle.

Further the First and Second Plaintiffs will rely on the doctrine of *res ipsa loquitur*.

9. By reason of the negligence of the First and/or Third Defendants, the First Plaintiff, who was born on the 6th August 1957, and the Second Plaintiff who was born on 26th December 1963 have both suffered pain, injury, loss and damage.

PARTICULARS OF INJURY OF FIRST PLAINTIFF

- 9.(a) (i) The First Plaintiff suffered a fracture without dislocation of the left hip. He was initially treated in the Cayman Islands Hospital and on 31st December 1997 he was transferred to the Baptist Hospital in Miami, U.S.A. On 16th January 1998 he was transferred back to his home in Belgium.

- (ii) The injury received by the First Plaintiff developed complications which included deep venous thrombosis in the left calf. The thrombosis was first treated with Heparine and then with Sintrom until August 1998. The thrombosis still requires the First Plaintiff to wear compression stockings.
- (iii) The First Plaintiff has suffered considerable muscular wasting in the left leg.
- (iv) He has a high risk of the development of a new vein thrombosis in the event of immobility in the future.
- (v) The First Plaintiff was off work until July 1998, and he still suffers pain in the left hip in the morning which is exacerbated by cold weather. He also suffers pain with certain movements such as getting into a car or recreational biking. He still suffers from tiredness in the calf and pain in the left foot. He has gained a considerable amount of weight since his injuries. He also suffers from dizziness and a general lack of the ability to concentrate. Mentally the First Plaintiff feels that he has aged suddenly. The First Plaintiff is suffering from post traumatic stress disorder with symptoms of dizziness, lack of concentration and a feeling of sudden aging. He feels uneasy in traffic and frequently suffers from panic attacks when crossing the street. The First Plaintiff has suffered an injury which has caused him permanent disability estimated at 10%.

PARTICULARS OF INJURY OF SECOND PLAINTIFF

- 9.(b) (i) The Second Plaintiff was diagnosed as having a bilateral posterior arc Hangman fracture of C2 vertebra of the neck with anteriolisthesis and forward tilting of C2

on C3. She also suffered an oblique fracture of the vertebral body of C3 without displacement of fragments. As a result she was immediately transferred from the Cayman Islands Hospital by air ambulance to the Baptist Hospital in Miami, U.S.A..

- (ii) Thereafter the Second Plaintiff was immobilised in a "halo jacket" for three months. After remaining in the Baptist Hospital in Miami for some two weeks, she was transferred back to Belgium to the AZ-VUB Hospital in Brussels.
- (iii) In Belgium Dr. Bockx made the necessary adjustments to the halo jacket which was ultimately removed on 27th March 1998. Thereafter the Second Plaintiff had to wear a rigid collar for eight weeks.
- (iv) Whilst the Second Plaintiff had to wear the halo jacket, she had to receive special care and help to include the provision of a specially adapted bed, a daily nursing assistant for 24 hours per day for a period of approximately 10 weeks and help with housework. Whilst wearing the halo jacket the Second Plaintiff suffered severe limitation of movement; severe pain when being turned; inability to have close contact with her husband and son; extreme fears of losing autonomy and control; claustrophobia; disturbance of short term memory, serious sleep problems including difficulty in falling asleep, fears of not waking up, agitated sleep with nightmares. She was unable to wash her body and hair resulting in an unpleasant body odour, itching and skin irritations. She suffered loss of hair; loss of urine; complete disruptions of hormonal balance problems with menstruation; emotional instability characterised by lack of interest in watching television, reading, talking or being able to appreciate the sympathy of her.

visitors. She also had particularly severe anxiety shortly after she returned to Belgium because of the unfamiliarity of the medical personnel there with the particular type of halo jacket with which she was fitted in the United States.

- (v) After the rigid collar was removed the Second Plaintiff had to undergo extensive physiotherapy which continued until May 1999. She suffered middle and lower dorsal pain caused by muscle contractions; loss of equilibrium when walking; especially on uneven surfaces due to limited mobility of her head; difficulty in turning head to the left, pain in the lower neck, back, shoulders and on sudden movement.
- (vi) The Second Plaintiff suffered scarring and associated itching.
- (vii) The Second Plaintiff still suffers bilateral cervical pain radiating to the shoulders, muscular stiffness due to changes in the weather; a sensation of heaviness in her arms; difficulty in travelling; tiredness and lack of concentration. The Second Plaintiff is still not able to work in the evening and during weekends.
- (viii) The Second Plaintiff suffered post traumatic stress disorder. She had impairment of essential neuro cognitive functions such as information processing procedures; concentration and resistance to tiredness; increased emotivity; loss of self confidence, hypersensitivity as a result of the chronic pain and limitation of mobility, psychological inhibition, loss of libido and doubts about the future in relation to occupational, interpersonal and financial matters.

- (viii) The Second Plaintiff also suffered from occasional blackouts, lack of energy, emotional fragility including bouts of crying, inability to cope with busy environments; fear of being pushed when in an audience like restaurants or the subway; fear of falling off stairs and of slipping, fear of being touched including pats on the back, and a feeling of "dropping out".
- (ix) The Second Plaintiff has suffered scarring with associated itching. The Second Plaintiff has suffered an injury which has caused her permanent disability estimated at 15% and esthetic damage estimated at 4/7.

PARTICULARS OF SPECIAL DAMAGE

9.(c) Particulars of Special Damage of First Plaintiff:

- (i) The First Plaintiff incurred medical expenses in the United States in the sum of US\$31,822.09 of which US\$26,236.79 has been paid by the First Plaintiff's travel insurers. The First Plaintiff claims these on behalf of his insurers, ISIS. There is a balance accordingly unpaid of these medical expenses in the sum of US\$5,586.11.
- (ii) In addition to the above medical expenses claim the First Plaintiff has an unpaid balance due to the Cayman Islands Hospital in the sum of CI\$4,922.40. There is also an unpaid account due to Executive Air Services for the air ambulance to take the First Plaintiff to the U.S.A. which is in the sum of US\$5,860.00.

- (iii) In addition the First Plaintiff incurred medical expenses in Belgium in the sum of 82,650 BEF of which 61,881 BEF has been paid by the Plaintiffs and 20,769BEF has already been paid by the First Plaintiff's health insurers. The First Plaintiff claims the sum of 61,881 BEF on behalf his health insurers.

- (iv) Loss of earnings as a part-time freelance advertising copywriter for the period January to March, 1998 - 46,000 BEF

- (iv) Special Purchases:-
 - (a) Adaptable bed - US\$2,926.00
 - (b) Compression stockings at a cost of US\$75.00 per annum and continuing
 - (c) Loss of clothing damaged in accident estimated at - US\$200.00
 - (d) Photocopies, faxes, e-mails in order to prepare the case estimated at - US\$350.00.
 - (e) Additional use of telephone, estimated at - US\$500.00
 - (f) Additional food costs, costs of pre-prepared food (take-aways as neither party able to cook) estimated at US\$1,000.00
 - (g) Adaption of Stair Case and Showers. Construction of special railing to assist the First Plaintiff in being able to climb his own stairs and refinishing the plastering, painting and re-tiling as necessary, approximately US\$2,300.00
 - (h) Lost vacation US \$ 2,000

9 (d) Particulars of Special Damage of Second Plaintiff:

- (i) The Second Plaintiff has incurred medical expenses of US\$29,158.94 of which the sum of US\$20,296.98 have been paid by her insurance company, ISIS. The Second Plaintiff claims this sum on behalf her insurers. The unpaid balance is accordingly US\$8,861.96
- (ii) In addition to the above there are unpaid bills as follows:
 - critical care services in Miami (Baptist Hospital) which total US\$65,200.00,
 - an Executive Air Services' bill for air ambulance services in the sum of US\$6,910.00 and unpaid charges of the Cayman Islands Hospital in the sum of CI\$5,804.44..
- (iii) Damage to clothes at accident, estimated at US\$250.00
- (iv) Special clothes made to measure while in halo jacket, estimated at US\$120.00
- (v) The Second Plaintiff is the principal and sole employee of a small Belgian company named TEXTIT bvba (besloten vennootschap met beperkte aansprakelijkheid or "closed company with limited liability"). This company is used by the Plaintiff as the vehicle to operate her business as an independent human resources consultant. During the first three months of 1998 the Second Plaintiff was unable to work as result of the injuries suffered in the accident and consequently lost income estimated at 1,250,000 BEF.
- (vi) Further, prior to the accident the Second Plaintiff taught at nights for a total of 10 hours per month on average at a rate of 2,750 BEF per hour. She has been unable to resume this activity since the accident, first because of her total incapacity immediately following the accident and subsequently, even after she resumed

her normal day time employment as a human resources consultant the Plaintiff has suffered from extreme fatigue. The Second Plaintiff has therefore lost income for a period of 33 months at 27,500 BEF amounting to 907,500 BEF and continuing.

9(e) Joint Expenses of First and Second Plaintiffs

The First and Second Plaintiffs have incurred joint pharmaceutical expenses which have not been disaggregated. These amount to 27,254 BEF of which 2,500 BEF has been paid by their respective health insurance carriers leaving an unpaid balance of 25,254 BEF. The First and Second Plaintiffs claim the sum of 2,500 BEF on behalf of their insurers.

The Special Damages are continuing.

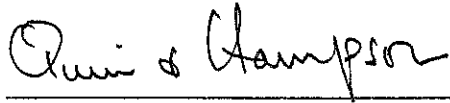
The Plaintiffs will also claim loss of future earnings/earning capacity/handicap on the labour market as well as future medical and other expenses.

10. The Plaintiffs also claim interest on any sum due to them pursuant to section 34 of the Judicature Law at such rate and for such period as to this Honourable Court seems just.

In the premises the First and Second Plaintiffs claim against the Defendants or one or other of them:

1. Damages;
2. Interest pursuant to the Judicature Law and the Grand Court Rules.

3. Costs;
4. Such further and/or other relief as may be just.



QUIN & HAMPSON
Attorneys-at-Law for the Plaintiffs

TO: The Clerk of the Court

AND TO: Egbert Smith
East End, Grand Cayman

AND TO: Quarry Products Limited
A. Steve McField & Associates
P.O. Box 680, George Town
Grand Cayman

AND TO: Julie Nicole Harris
Savannah Acres
Grand Cayman

AND TO: Richard Harris
Pedro's Bluff, Savannah
P.O. Box 258GT
Grand Cayman

AND TO: British Caymanian Insurance Company
Elizabethan Square, P.O. Box 74 GT
Grand Cayman

AND TO: Britam Insurance Brokers & Agents
British American Centre
P.O. Box 2174 GT
Grand Cayman

THIS WRIT was issued by Messrs. Quin & Hampson whose address for service is Harbour Centre, 3rd Floor, P.O. Box 1348, George Town, Grand Cayman.

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.

| | | |
|----------|----------------------|------------------|
| BETWEEN: | KAREL LIEBAERS | First Plaintiff |
| AND: | MARLEEN LIMBOURG | Second Plaintiff |
| AND: | EGBERT SMITH | First Defendant |
| AND: | JULIE NICOLE HARRIS | Second Defendant |
| AND: | RICHARD CHRISTIANSEN | Third Defendant |
| AND: | RICHARD HARRIS | Fourth Defendant |

ACKNOWLEDGMENT 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.

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:

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 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
P.O. 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.