

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 26/ OF 2001

B E T W E E N:

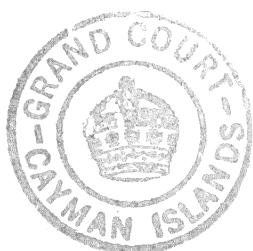
SPENCER MARSHALL

Plaintiff

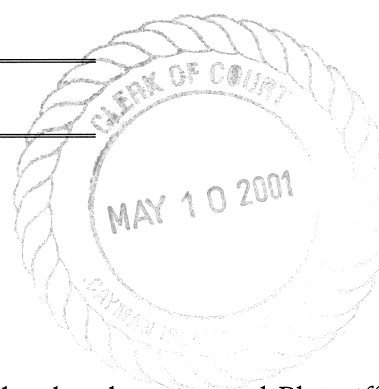
AND

MOISES A. BONILLA JNR.

Defendant



WRIT OF SUMMONS



To: Moises A. Bonilla Jnr.
63 South Cayman Palms
(off Dubloon Drive)
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 495 GT, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of May 2001

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.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a resident of 73 Buena Vista Drive, Savannah, Grand Cayman. The Plaintiff was at all material times the owner of a 1985 Rolls Royce Silver Spur motor vehicle being registration number 63-663 (the "Plaintiff's vehicle").
2. The Defendant is and was at all material times a resident of 63 South Cayman Palms, Pedro, Grand Cayman. The Defendant was at the time of the under-mentioned accident, 17 years of age and the driver of a Mercedes Benz 190E motor vehicle, bearing registration number 61-334 (the "Defendant's vehicle"). The Defendant's vehicle was at all material times insured by Mr. Glen Gardner through British Caymanian Insurance Limited of P.O. Box 74 GT, Elizabethan Square, Grand Cayman.
3. On the 2nd October 1999 at approximately 9:45 p.m., the Plaintiff was driving his vehicle eastbound on Smith Road and had stopped for a red light at the traffic light controlled intersection of Smith Road/Crewe Road and Huldah Avenue/Bobby Thompson Way, while waiting to proceed straight across the intersection. On receiving a green light, the Plaintiff began proceeding across the intersection when the Defendant, who was driving his vehicle westbound on Crewe Road, turned suddenly and without warning across the Plaintiff's path, in attempting to make a right hand turn into Huldah Avenue, despite being required to yield to oncoming traffic. As a result, the Plaintiff's vehicle collided with the Defendant's vehicle, causing considerable damage to the body of the Plaintiff's vehicle.
4. The said accident was caused by the negligent and/or careless driving of the Defendant.

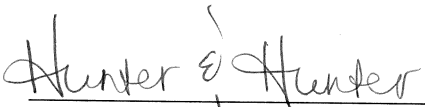
PARTICULARS OF NEGLIGENCE

- a. Failing to yield to the Plaintiff's vehicle crossing the intersection, before turning right across the Plaintiff's path;
 - b. Driving too fast in all the circumstances;
 - c. Failing to keep any or any proper lookout;
 - d. Failing to heed the presence of or give precedence to the Plaintiff at the said intersection;
 - e. Failing to stop, slow down or steer or otherwise control the Defendant's vehicle so as to avoid colliding with the Plaintiff's vehicle.
5. The Plaintiff will rely, so far as may be necessary, upon the conviction of the Defendant before the Traffic Court of the Cayman Islands on or about 22 March 2001, to the offence of Careless Driving.
6. The said conviction is relevant to the issue of negligence herein and the Plaintiff proposes to rely upon the same under the provisions of Section 39 of the Evidence Law (1995 Revision).
7. As a result of the said accident, the Plaintiff sustained loss and damage to the Plaintiff's vehicle which was irreparable, in the amount of CI\$30,000.00, calculated from the fair market replacement value in the Cayman Islands of the Plaintiff's vehicle, being CI\$35,000.00, less the salvage price of CI\$5,000.00 which the Plaintiff obtained for the wreck.
8. Further the Plaintiff claims interest on any sum found to be due by the Defendant in accordance with the Judicature Law at the rate of 7 7/8% per annum from 3 October 1999 to 31 March 2000 and at the rate of 8% per annum from 1 April 2000 to the date of judgment or sooner payment, or at such rate and for such period as the Court thinks fit.

AND THE PLAINTIFF CLAIMS:

1. Damages;
2. Interest pursuant to the Judicature Law and the Grand Court Rules of CI\$3,824.77 at the date of issue hereof and accruing at a daily rate of CI\$6.58 thereafter;
3. Costs;
4. Such further or other relief as the Court may deem just.

Dated this 10th day of May 2001



Hunter & Hunter
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And To: Moises A. Bonilla Jnr.
63 South Cayman Palms
(off Dubloon Drive)
Grand Cayman

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-Law for the Plaintiff whose address for service is that of the said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref JST/02744.022).