

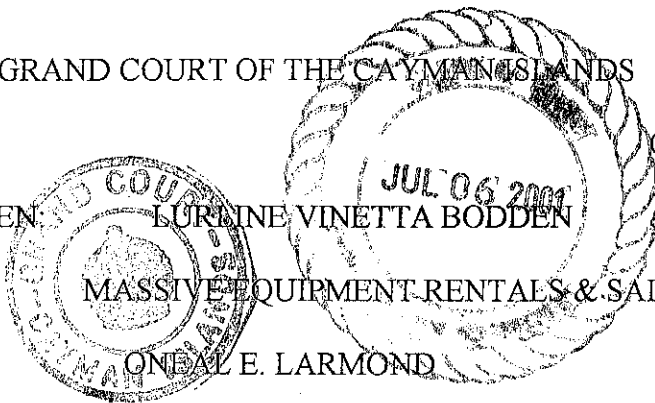
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 415 OF 2001

BETWEEN: LURLINE VINETTA BODDEN PLAINTIFF

AND: MASSIVE EQUIPMENT RENTALS & SALES LTD 1<sup>st</sup> DEFENDANT

AND: ONEAL E. LARMOND 2<sup>nd</sup> DEFENDANT



**WRIT OF SUMMONS**

To: Massive Equipment Rentals & Sales Ltd  
Trulaw Corporate Services, P.O. Box 866  
George Town  
Grand Cayman

AND To: Oneal E. Larmond  
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 Courts Office, P.O. Box 495, G.T., 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 fail to 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 at George Town this 15<sup>th</sup> day of June, 2001.

NOTE: This Writ may not be served later than four (4) calendar months ( or if leave is required to effect service out of the jurisdiction, six (6) months ) beginning with the day 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 plaintiff was at all material times the registered owner of a Toyota CRV motor car ,registration number 71009 and is a resident of Grand Cayman.
2. The 1<sup>st</sup> defendant was at all material times the registered owner of a Toyota Hilux motor vehicle,registration number 69449.
3. The 2<sup>nd</sup> defendant was at all material times an employee, servant or agent of the 1<sup>st</sup> defendant.
4. On or about July 5, 2000, the plaintiff was driving her aforesaid motor car in the left hand lane of Shamrock road in the vicinity of Brent Greene's Nursery in the direction of George Town.
5. On the same day and at the same time the 2<sup>nd</sup> defendant employee overtook the plaintiff's motor car and so negligently drove and operated his aforementioned motor vehicle along the same road in the same direction that he caused or permitted the trailer he was pulling behind his motor vehicle to violently collide with the passenger side of the plaintiff's motor car.
6. The 2<sup>nd</sup> defendant's negligence was the sole cause of the collision described above.

## PARTICULARS OF NEGLIGENCE

1. Failing to discharge a duty of care towards other vehicles traveling on the same public road and in particular a duty of care towards the plaintiff.
2. Failing to heed the presence of the plaintiff's vehicle on the road.
3. Failing in his duty to take any or adequate precaution to ascertain whether the traffic behind his vehicle was clear before switching back into his left hand lane.
4. Trying to overtake in the face of on-coming traffic
5. Switching back into his left lane when it was unsafe to do so.
6. Driving too fast in the circumstances.
7. Failing to stop, slow down or in any other way so as to manage or control the said motor vehicle and trailer or to avoid the said collision.
8. Failing to discharge a duty to drive in such a manner so as to have full control of the vehicle and trailer at all times.
9. The 2<sup>nd</sup> defendant was warned for the offence of Careless Driving in a letter from the Commissioner of Police dated July 13,2000.

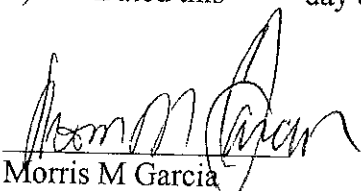
10. By reason of the matters aforesaid, the plaintiff suffered loss and damage

PARTICULARS OF SPECIAL DAMAGE

1. Cost of repair of the said Toyota motor vehicle-	CIS\$2,235.06
2. Demurrage – Loss of use for 1 Day-	CIS\$ 44.69
3. cost of police report -	75.00
4. cost of estimate	25.00
Total	CIS\$2,379.75

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANTS:

- a) Damages
- b) Pre-Judgment interest pursuant to statute and /or the law.
- c) Further and/or other relief
- d) Costs.
- e) Dated this 15<sup>th</sup> day of June, 2001.

  
Morris M Garcia  
Attorney-at-law for the plaintiff

To: The Clerk of the Court

And: Massive Equipment Rentals & Sales Ltd  
Trulaw Corporate Services  
George Town  
Cayman Islands

And To: Oneal Larmond  
George Town  
Grand Cayman

### STATEMENT REGARDING INTEREST

- (i) The prescribed rate of interest, throughout the relevant period is 8% per annum .
- (ii) The date from which interest is calculated is 1<sup>st</sup> August, 2000.
- (iii) The total amount of interest claimed as at the date of the issue of the writ of summons is CI\$146.94
- (iv) The amount of interest accruing thereafter is CI\$0.52 per day.

The amount claimed in respect of special damages is CI\$2,379.75 as principal and CI\$146.94 as interest to the date of issue of the writ of summons for a total of CI\$2,526.69. The amount of the fixed costs is CI\$500.00 and the cost of filing and serving the Writ is CI\$210.00. If, within the time fixed for returning the Acknowledgment of Service, the Defendants pay to the Plaintiff or her attorney-at-law the total amount claimed of **CI\$3,236.69** in principal and interest, the fixed costs and the costs of filing and serving the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or her attorney-at-law

THIS WRIT was issued by Morris M Garcia, attorney-at-law for the Plaintiff whose address for service is that of her said attorney, Suite #2, Nevlaw Building P.O.Box 1185, G.T., Grand Cayman, Cayman Islands.

INDORSEMENT AS TO INSURER

**The insurer of the defendants' motor vehicle at the relevant time was Cayman Insurance Centre Ltd, P.O.Box 10056APO, Huldah Avenue, Cayman Business Park, George Town, Grand, B.W.I.**

**This Writ of Summons** was filed by Morris M Garcia, the attorney-at-law for the plaintiff whose address for service is Suite #2, Nevlaw Building, P.O.Box 1185, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2001

BETWEEN: LURLINE VINETTA BODDEN PLAINTIFF  
AND: MASSIVE EQUIPMENT RENTALS & SALES LTD 1<sup>st</sup> DEFENDANT  
AND: ONEAL LARMOND 2<sup>nd</sup> DEFENDANT

**ACKNOWLEDGMENT OF SERVICE OF THE 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 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.

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

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box )

\_\_\_\_\_yes \_\_\_\_\_no

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3. If the claim against the Defendant is for a debt or liquidated sum, 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 \_\_\_\_\_no

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PLEASE COMPLETE OVERLEAF

Service of the Writ is acknowledged accordingly.

( Signed )-----

[ Attorney] for

[ Defendant in person ]

Address for service:

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

Morris M Garcia  
attorney-at-law  
P.O.Box 1185G  
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.

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Filed by Morris M Garcia, Suite #2, Nevlaw Building , George Town, Grand Cayman,  
attorney-at-law fo the Plaintiff.

**DIRECTIONS FOR ACKNOWLEDGEMENT 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 495, 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 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 Acknowledgement 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 instalments 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.