



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 536 OF 2001

BETWEEN: F. ROBERT GLATZ

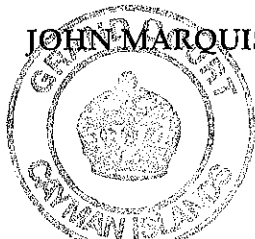
PLAINTIFF

AND: COLONIAL LIFE INSURANCE COMPANY  
(TRINIDAD) LIMITED

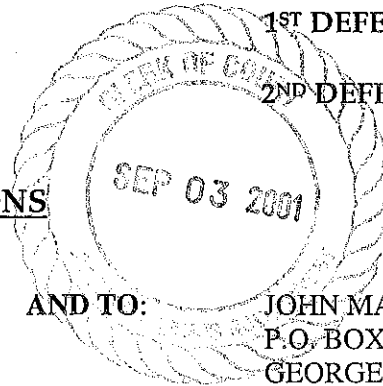
1ST DEFENDANT

JOHN MARQUIS

2ND DEFENDANT



WRIT OF SUMMONS



TO: COLONIAL LIFE INSURANCE  
COMPANY (TRINIDAD) LIMITED  
P.O. BOX 895 GT  
GRAND CAYMAN

AND TO: JOHN MARQUIS  
P.O. BOX 895  
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 Fourteen [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, 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 3rd day of September, 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 Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times, a doctor, carrying on his practice at Rankin's Plaza, George Town, Grand Cayman.
2. The First Defendant is and was at all material times, an insurance company with offices situated at Room No. 204, Thompson Building, P.O. Box 895, George Town, Grand Cayman.
3. The Second Defendant is and was at all material times the servant and/or agent of the First Defendant.
4. On or about the 12<sup>th</sup> day of June, 2001 in a letter addressed to Quin & Hampson, for the attention of Mr. Greg Link, the Second Defendant, acting as servant or agent of the First Defendant, falsely and maliciously wrote and published or caused to be published of and concerning the Plaintiff, the following words:

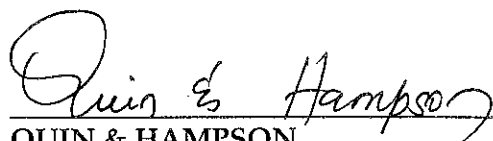
“...we are not surprised at Dr. Glatz's subjective view of Mr. Spence's condition, as he has not yet been paid for his services, which, incidentally, were not pre-certified. In addition, Dr. Glatz's relationship with insurance companies, and more so this one leaves much to be desired of his profession.”
5. The said letter was dictated by a servant or agent of the First Defendant, whose name is, at present, unknown to the Plaintiff, and after being typed by the said servant or agent, the letter was signed by the Second Defendant and was sent by post in an envelope addressed to Quin & Hampson.
6. The Defendants well knew at the time the letter was sent that it was likely to be opened and read by some secretary or clerk or other person in the employ of Quin & Hampson. The said letter was, in fact, opened and read in the ordinary course of business by persons employed to Quin & Hampson.

7. The said words in their natural and ordinary meaning meant and were understood to mean that the Plaintiff's medical opinion was influenced by the fact that he had not yet received payment for services rendered in relation to one Mr. Eustace Spence and/or that the Plaintiff's conduct with insurance companies is unprofessional and/or that the Plaintiff's conduct is generally unprofessional.
8. By publication of the said words, the Plaintiff has been greatly injured in his credit, character and reputation, in his said office or occupation and has been brought into scandal, odium and contempt.
9. Sometime in the month of June 2001, the Second Defendant, acting as a servant or agent of the First Defendant, falsely and maliciously, spoke and published of and concerning the plaintiff and of the way of his said medical practice, to one Gina Marie Miller, statements of a defamatory nature. According to a sworn witness statement by Ms. Miller, the Second Defendant and herself were engaged in a telephone conversation and the following statements were made by the Second Defendant in the course of their conversation:  
  
*"Why would you be going to see Dr. Glatz. I do not have a good rapport with Dr. Glatz and I do not refer patients to him. Dr. Glatz does not accept Clico and you will have to pay for any treatment yourself. Dr. Glatz does not have a good relationship with insurance companies generally."*
10. The said words in their natural and ordinary meaning meant and were understood to mean that,
  - a. Dr. Glatz does not have a good reputation as a doctor, and/or
  - b. that one (Ms. Miller) should not consider visiting him for medical care and should seek care from another doctor and/or
  - c. that the Plaintiff's conduct with insurance companies is unprofessional and/or
  - d. that the Plaintiff's conduct is generally unprofessional.
11. The said words were calculated to and they did disparage the plaintiff in his said profession of medical practice.
12. In consequence of the said words the plaintiff was injured in his credit, character and reputation and in his said profession of a medical doctor and has been brought into scandal, odium and contempt.

**AND THE PLAINTIFF CLAIMS:**

- (a) Damages;
- (b) An injunction restraining the Defendants, their servants or agents or otherwise from further publishing the said or any defamatory comments of and concerning the Plaintiff;
- (c) Post-Judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision);
- (d) Such further and/or other relief as this Honourable Court deems just;
- (e) Costs.

DATED this *3<sup>rd</sup>* day of September, 2001



QUIN & HAMPSON  
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: Colonial Life Insurance  
Company (Trinidad) Limited  
P.O. Box 895 GT  
Grand Cayman

AND TO: John Marquis  
P.O. Box 895  
George Town  
Grand Cayman

**THIS WRIT** was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.

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 Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 536 OF 2001

BETWEEN: F. ROBERT GLATZ PLAINTIFF

AND: COLONIAL LIFE INSURANCE COMPANY (TRINIDAD) LIMITED 1<sup>ST</sup> DEFENDANT

JOHN MARQUIS 2<sup>ND</sup> DEFENDANT

ACKNOWLEDGEMENT 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.

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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 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 Plaintiffs (*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 Plaintiffs' Attorney (or by Plaintiffs 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.*

[Empty box for defendant's attorney indorsement]