

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. <sup>73</sup> OF 2002

BETWEEN DEAN NELSON PLAINTIFF  
AND: SEVEN MILE TEXACO STAR MART DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT: SEVEN MILE TEXACO STAR MART c/o Samson Murray Jackson, Attorneys-At-Law, Ground Floor, Sigma Building, 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 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.

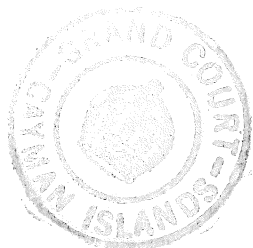
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 28<sup>th</sup> day of January 2002.

NOTE - This Writ may not be served later than 4 calendar 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. At all times the Defendant owned and occupied the Texaco petrol station on West Bay Road
2. On 10 May 1999 the Plaintiff, who was a lawful visitor to the premises, had purchased petrol and paid for it. On returning to her motor vehicle she was caused to slip and fell down on the forecourt of the petrol station.
3. The accident was caused by:
  - a. the Defendant's negligence as particularised in paragraph 4; and/or
  - b. the negligence of the Defendant's officers, servants or agents as particularised in paragraph 4.
4. The Defendant, its officers, servants or agents were negligent in that:
  - a. They failed to take any or any adequate precautions to prevent the forecourt from becoming and/or remaining excessively slippery or oily and in particular, but without prejudice to the generality of the foregoing, failed to clean, dry or grit the forecourt either adequately or at all.
  - b. They caused or permitted the forecourt to be and/or to become and/or to remain in a slippery state and in an unsafe and dangerous condition and by reason of such state and condition to be and/or to become and/or to remain in the nature of a trap or concealed danger.
  - c. They failed to take any or any adequate or sufficient measures to prevent the forecourt from being unsafe and dangerous for the Plaintiff to use;
  - d. They failed to detect and clear the spillage on the forecourt
  - e. They failed to provide any warning of the state of the forecourt;
  - f. They failed to give any or any adequate warning to the Plaintiff of the excessively slippery and/or wet and/or dangerous condition of the forecourt;
  - g. In all the circumstances exposing the Plaintiff to a risk of injury of which they knew or ought to have known.
  - h. In the circumstances they failed to discharge the common duty of care to the Plaintiff in breach of the Act.
5. By reason of the matters aforesaid, the Plaintiff has suffered injury loss and damage and has been put to expense.

### PARTICULARS OF SPECIAL DAMAGE

Date	Description	Costs (CIS)
10 May 1999	Loss of income at \$150.00 (minimum) per day (9 days)	\$1,350.00.
	Medical prescription fees	\$58.20.
	Hospital fees	\$213.00.
	Total claim	\$1,621.20

6. By reason of the matters aforesaid, the Plaintiff sustained personal injuries and has suffered loss and damage.

**PARTICULARS OF INJURIES**

The Plaintiff's date of birth is 19 July 1965. Following the accident on 10 May 1999, the Plaintiff suffered a left shoulder injury as a result of the fall. The Plaintiff damaged her rotator cuff of her left shoulder and was treated with interferential and graduated exercise. She also suffered problems with her cervical spine and was given neck care and postural advice.

AND the Plaintiff claims

- (i) Damages
- (ii) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (iii) Costs



**WOODWARD TERRY & COMPANY**

THIS WRIT was issued by Clyde H. Allen whose address for service is Woodward Terry & Company, Attorneys-At-Law PO Box 822 GT, West Wind Building, Harbour Drive and Fort Street, Grand Cayman, Cayman Islands, BWI.

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CAUSE NO. <sup>73</sup> OF 2002

BETWEEN DEAN NELSON PLAINTIFF  
AND: SEVEN MILE TEXACO STAR MART 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.

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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 a 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

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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

Address for service: (please see overleaf)

*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.*

C. H. Allen  
Woodward Terry & Company  
Attorneys-At-Law  
PO Box 822 GT  
West Wind Building  
Harbour Drive and Fort Street  
Grand Cayman  
Cayman Islands

*Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.*

