

IN THE GRAND COURT OF THE CAYMAN ISLANDS

810
CAUSE NO: OF 2003

BETWEEN:

JUNIOR JENNINGS

PLAINTIFF

AND:

MICHAEL CAMPBELL

DEFENDANT



WRIT OF SUMMONS

TO: MICHAEL CAMPBELL, House #9, Northwest Point, West Bay Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out herein.

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 Court Office, P.O. Box 495GT, 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 12th day of DECEMBER 2003.

NOTE - This Writ may not be served later than 4 calendar months beginning with that date 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 material times, the Plaintiff was the owner of a motor vehicle Plymouth Voyager, which bears Registration No. 59190. The Plaintiff was insured under a contract of indemnity by British Caymanian Insurance Company Limited (the "Insurer").
2. On Friday, 12th day of December 1997, at approximately 6:20p.m. Vervil Ebanks, an employee of the Plaintiff, drove the aforesaid Plymouth Voyager east towards Bodden Town when a motor vehicle Ford Ranger owned by Michael Campbell and which bears Registration No. 37794, crossed the central line into the east bound lane as it was travelling west towards George Town and collided with a motor vehicle Ford Explorer owned by Lurrline Dixon and which bears Registration No. 61641 and then collided with the Plaintiff's aforesaid Plymouth Voyager.
3. The aforesaid collision was caused solely by the negligence of the Defendant.

Particulars of Negligence

- 3.1 Driving at too fast a rate of speed in the circumstances.
 - 3.2 Driving in the wrong lane of traffic.
 - 3.3 Failing to stop or slow down in order to avoid the collision.
 - 3.4 Failing to notice the traffic travelling in the lane in which he was wrongly overtaking or crossing into.
 - 3.5 Failing to have any or any sufficient regard for traffic that was or might reasonably be expected to be travelling along the well known road between Bodden Town and Northward.
 - 3.6 Failing to keep any or any proper lookout.
 - 3.7 Failing to see the Plaintiff's car in time or at all.
 - 3.8 Failing adequately or at all to observe or heed the presence of the Plaintiff's car.
 - 3.9 Failing to steer or control his motor vehicle or to apply his brakes adequately or at all so as to avoid colliding with the Plaintiff's car.
 - 3.10 Driving whilst intoxicated
4. On December 12, 1997, the Defendant was charged with careless driving, driving whilst intoxicated, driving with expired registration, and driving without roadworthiness and was subsequently convicted of some of the charges pursuant to the Traffic Law.
 5. By reason of the negligence of the Defendant, the Plaintiff has suffered loss and damage.

Particulars of Damage

- 5.1 The Plaintiff's car was a total write-off. The value of the car prior to the accident was CI\$7,250.00
 - 5.2 Inspection and towing fees incurred by the Plaintiff for his vehicle as a result of the accident CI\$195.00
 - 5.3 Police Report on the accident CI\$75.00.
 - 5.4 Plaintiff's excess fees CI\$250.00.
6. Under the contract of insurance between the Plaintiff and the Insurer the Insurer has paid to the Plaintiff the sums set out in Paragraph 5 hereof. Under the contract of insurance between the Plaintiff and Insurer the Insurer has a right of subrogation in respect of claims that the Plaintiff has a result of the accident against the Defendant. Accordingly the Insurer has suffered loss and damage as a result of the negligence of the Defendant and has a right to recover such loss or damage from the Defendant
7. The Plaintiff claims interest upon the damages claimed herein pursuant to Section 34 of the Judicature Law (1995 Revision) at the rate of 7 3/8% for per annum for the period up to 30 January 1998 (1 month), at a rate of 7 7/8% from 1 February 1998 to 31 December 1998 (11 months), at a rate of 7% from 1 January 1999 to 30 May 2001 (29 months), at rate of 6 1/4 % from 1 June 2001 to 31 August 2003 (26 months) and a rate of 3% from 1 September to date (3 months and 12 days) being a total of CI\$3,041.21 or for such other period and at such other rates as the Court deems just and further interest pursuant to the said Law at the said rate equivalent to the a daily rate of CI\$0.64 to the date of judgment or sooner payment.

AND THE PLAINTIFF's claim is for:

1. Value of the aforesaid Plymouth Voyager vehicle; CI\$7,250.00
2. Inspection and towing fees; CI\$195.00
3. Police Report; CI\$75.00.
4. Plaintiff's excess fees CI\$250.00.
5. Interest pursuant to paragraph 7 hereof being CI\$3,041.21 to the date hereof and continuing at the rate of 3% per annum equivalent to a daily rate of CI\$0.64 from the date of issue of the Writ herein until payment or judgment whichever is earlier or for such other period and at such other rates as the Court deems just.

6. Costs.
7. Further and or/other relief.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$10,811.21 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 12th day of December 2003

...Solomon Harris
.....
SOLOMON HARRIS

This WRIT OF SUMMONS and STATEMENT OF CLAIM were issued by Solomon Harris, Attorneys-at-Law, whose address for service is: P.O. Box 1990, 2nd Floor, FirstCaribbean House, George Town, Grand Cayman, Cayman Islands, British West Indies.