

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN**

CAUSE No. **459** of 2005

BETWEEN

BRIAN MC LEAN

PLAINTIFF

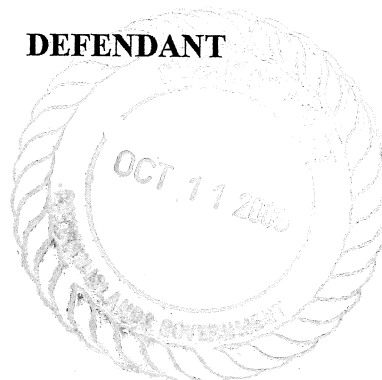
AND

SHANICE RAMOON

DEFENDANT

WRIT OF SUMMONS

**TO: SHANICE RAMOON
Tommy Ramoon
c/o North Sound Road
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 attached 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 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this day of OCTOBER, 2005

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. That the Plaintiff resides at North Sound Road, George Town, Grand Cayman and is employed as a truck driver in Grand Cayman. And at the material time was the owner of the 1994 Ford vehicle registration number 96 988.
2. That the Defendant is an individual residing in or around George Town, Grand Cayman and is suitably employed.
3. That approximately four/five months ago, the Defendant came to the Plaintiff and requested to use his vehicle to run some errands and the Plaintiff agreed that the Defendant could use the vehicle provided that she use due care and control on the roads, be responsible for the vehicle and return it to him immediately after use.
4. That while operating the vehicle the Defendant got into an accident close to Seymour Drive, North Sound Road when she ran off the road into a light pole and severely damaged the vehicle.
5. That the police came and took a report and the Defendant verbally agreed to repair the damaged vehicle and therefore the Plaintiff decided not to press charges against the Defendant since he believe she would take all reasonable steps to repair the vehicle.
6. That approximately two days after the accident the Plaintiff took the vehicle to Kelly's Garage off Barnes drive on North Sound road for him to repair. The arrangement was that the Defendant would make the payments to the owner for the repair of the vehicle.
7. That Defendant either refused or neglected to pay any monies to the garage for the repairs of the vehicle for a number of months and the owner of the garage had to move the vehicle outside to make room for paying clients vehicles. The Plaintiff then decided to remove the vehicle from the garage since it was subject to the elements of the weather and put the vehicle by his grandmother's house.
8. That despite various request by the Plaintiff and several undertakings to repair the vehicle the Defendant has still not made any payments to the Plaintiff or the garage to have the vehicle repaired.
9. That on 6th September 2005 the Plaintiff's attorneys at law wrote a formal demand letter to the Defendant attaching an estimate of repairs from Freds Auto body

totaling CI\$5968.00 and demanded that the sums for repairs be made on or before the 16th September 2005. However, to-date the Defendant has refused to acknowledge this debt or pay any sums to the Plaintiff.

10. By reason of the Defendant's breach of her verbal agreement to repair the vehicle she damaged the Plaintiff has been deprived of the use of this truck for his business and personal use and thereby causing great inconvenience, hardship and expense to the Plaintiff who has suffered loss and damage.

PARTICULARS OF LOSS AND DAMAGE

(A) The cost of the Plaintiff repairing his vehicle left damaged by the Defendant is the sum of CI\$ 5968.00 in accordance with the estimate of repairs supplied by Fred Auto Body are as follows;

DESCRIPTION	PAINT	LABOUR	PARTS
Hood	150.00	100.00	541.00
Radiation Support	100.00	300.00	225.00
Radiation		75.00	318.00
A C Condenser		50.00	366.00
Fan Shroud		25.00	45.00
Front Bumper Chrome		100.00	357.00
Panel Valance		50.00	291.00
Bumper Pad		25.00	39.00
Bumper arm		25.00	21.00
Bumper filler		15.00	16.00
Hood Hinge	25.00	25.00	54.00
Hood latch		25.00	48.00
Fan Clutch		50.00	75.00
Fan		50.00	93.00
Left head lamp		25.00	216.00
Grill		50.00	168.00
Emblem			18.00
Panel Grill opening		75.00	189.00
Grill molding		15.00	123.00

DESCRIPTION	PAINT	LABOUR	PARTS
Framework		500.00	
Recharge AC		15.00	
Repair right and left fender	250.00	100.00	
Materials (other)			450.00
Sub totals	525.00	1880.00	3563.00

Total Due for Repairs \$5968.00

11. As a result of the said breach of the verbal agreement by the Defendant to settle the damage done to the Plaintiff's vehicle, the Plaintiff has suffered loss and damages.

12. As of the commencement of these proceedings 11th October 2005 total demanded for repairs is CI\$5968.00 and the Defendant is indebted to the Plaintiff of this sum.

AND THE PLAINTIFF claims;

- 1) Damages in the sum of CI\$5968.00
- 2) Interest at the statutory rate from the date hereof to the date of final judgment
- 3) Legal fees and cost totaling CI\$1000.00
- 4) And further or other relief as this Honourable Court deems just.

Dated this day of October, 2005



BROOKS & BROOKS
Attorneys at Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of CI\$5968.00 plus cost of CI \$1000.00 further proceedings will be stayed. The money must be paid to his Attorneys at Law.

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys One Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

FORM 8

Acknowledgement of Service of Writ of Summons Rule (O.12 r.3)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

**IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE
HIM THIS FORM IMMEDIATELY**

1. The accompanying form of *Acknowledgement 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 signed by the Defendant and his Attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, 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 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 acknowledgement of 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 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 money by instalments or otherwise.

See over notes for guidance

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.

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

**Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman**

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

[Empty box for Defendant's Attorney indorsement]