

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 500 of 2005

BETWEEN: INDIANA WATSON

PLAINTIFF

AND; FRANCES MCTAGGART

DEFENDANT

WRIT OF SUMMONS

TO; Ms Frances McTaggart
No. 18 A Haven Close
George Town
GRAND CAYMAN

AND TO: Cayman Insurance Centre
The Insurers of the said Frances McTaggart
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 495 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

Issued this 28th day of October, 2005

NOTE: This Writ may not be served later than 4 calendar months beginning with the date of the issue unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

- 1 The Plaintiff is an individual who at the material time was the owner and driver of a Eagle Summit motor vehicle registration No. 65494.
- 2 The Defendant is an individual who at the material time was the driver of a Buick Lesabre motor vehicle Registration No. 46765 which vehicle, at the time, was insured by Cayman Insurance Centre.
- 3 On or about 10th November, 2005 the Plaintiff was driving her motor vehicle in Crewe Road on Lynhurst Avenue towards Randyke Gardens. The Defendant was, at the time exiting Jose's Escape Gas Station.
- 4 It was the duty of the Defendant upon exiting the said petrol station to stop in order to ascertain whether or not there was any vehicle (s) travelling on the main road. The Defendant however, upon exiting the said petrol station, failed to stop but carried on to the main road on which the Plaintiff was travelling with the right of way causing a collision with the Plaintiff's vehicle.
- 5 The accident was caused by the Defendant's negligence.

PARTICULARS OF NEGLIGENCE

The Defendant was negligent in that she:

- (i) collided with the Plaintiff;
 - (ii) failed to keep any or any proper lookout
 - (iii) failed to stop when exiting a petrol station and entering on to a main road;
 - (iv) failed to see and/or heed the Plaintiff travelling on the main road
 - (v) failed to give any or any adequate warning that she was not going to stop upon exiting the said petrol station
 - (vi) failed to stop, to slow down, to swerve or in any other way so as to control her vehicle so as to avoid colliding with the Plaintiff.
- 6 On or about 15th January, 2005 the Defendant Pleaded Guilty to a charge of Careless Driving in respect of the accident with the Defendant and was fined CI\$250.00 with 1 month's imprisonment ordered in default of payment. The Defendant's drivers license was also ordered to be endorsed. The Defendant will rely on the said conviction at the Hearing of this matter for its full terms and legal effect.
 - 7 The Plaintiff, through her attorneys, has also received open correspondence from the Defendant's insurers' attorney in a letter dated 3rd March, 2005, assurances on behalf of the Defendant to the effect that liability was not an issue and that Contributory Negligence was also not a factor in this case. The Plaintiff will rely on this correspondence for its full terms and legal effect.
 - 8 By reason of the said facts, the Plaintiff who was born on 8th February, 1953, suffered injury, loss and damage.

PARTICULARS OF INJURY

traumatic neuro-muscular injury to her neck
 Pain and shock
 severe whiplash injury to her neck and back
 injury to her right knee
 injury to her right arm and shoulder
 severe nervousness and anxiety

There is continuing pain and instability in the neck, back and legs which is likely to be permanent.

The Plaintiff has been placed at a disadvantage on the labour market because it is unlikely that she will ever be able to engage in work involving prolonged standing, sitting or walking.

9 As a result of the Defendant's negligence, the Plaintiff has suffered loss and damage:

PARTICULARS OF LOSS AND DAMAGE

(a) The Plaintiff has been compensated by the Defendant's Insurers, Cayman Insurance Centre, for some of her Special Damages, including medical expenses, physiotherapy, replacement of her motor vehicle to the tune, they claim of CI\$13,618.67. The Plaintiff will require receipts in order to verify this amount.

(b) The Plaintiff's medical and other bills relating to the said injury are continuing.

WHEREFORE THE PLAINTIFF CLAIMS

- ((a) Damages and compensation for all expenses incurred as a result of the said injury;
- (b) Interest at the Statutory rate
- (c) Such further or other relief as this Honourable Court shall deem appropriate.
- (d) Costs and Attorneys fees

Dated this 28th day of October, 2005

Brooks & Brooks
BROOKS & BROOKS
 Attorneys At Law for the Plaintiff

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 At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS

500
CAUSE NO. of 2005

BETWEEN: INDIANA WATSON

PLAINTIFF

AND; FRANCES MCRTAGGART

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 judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

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

Yes

No

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 judgement entered by the Plaintiff (Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed _____

Please complete overleaf

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

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(One, Artillery Court, George Town, Grand Cayman)

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below