

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 185 OF 2006



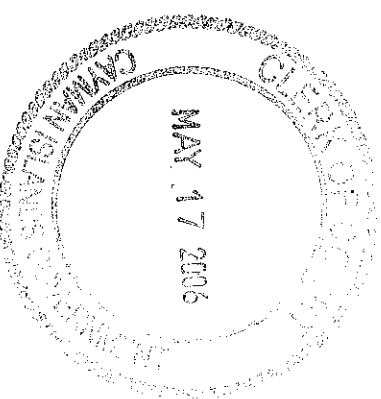
BETWEEN ALLISON SMITH

PLAINTIFF

AND THE PROPRIETORS OF STRATA PLAN #159 1ST DEFENDANT

AND BCQS PROPERTY MANAGEMENT LTD. 2ND DEFENDANT

WRIT OF SUMMONS



TO: THE PROPRIETORS STRATA PLAN #159
c/o BCQS Property Management Ltd.

AND TO: BCQS PROPERTY MANAGEMENT LTD.
Fourth Floor, Genesis Building,
Genesis Close,
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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 17th day of May 2006

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 Acknowledgement of Service are given with the accompanying form.

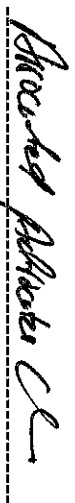
ENDORSEMENT

The Plaintiff claims against the Defendants to recover damages for personal injury and loss for that on the 10th day of September 2005 whilst lawfully on property known as Silver Oaks Apartments, owned by the First Defendant and managed by the Second Defendant, she fell and injured herself due to the negligence of the Defendant and/or their servants and agents in failing to properly maintain the said property and thereby creating or failing to fill a hole into which the Plaintiff stepped and fell.

AND THE PLAINTIFF CLAIMS:

1. Damages for personal injuries;
2. Pre-Judgment Interest on Special Damages and Post-Judgment Interest on General Damages at the applicable Statutory rate(s);
3. Costs.

Dated this 10th day of May 2006



Associated Advocates Chambers
Plaintiffs Attorneys-at-Law

Acknowledgment of service of writ of summons (O.12, r.3)

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 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 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 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 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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 its 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. \ 35 OF 2006

BETWEEN ALLISON SMITH PLAINTIFF
AND THE PROPRIETORS OF STRATA PLAN #159 1st DEFENDANT
AND BCQS PROPERTY MANAGEMENT LTD. 2nd 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 Delay may result in judgement being
directions and notes for guidance entered against a Defendant whereby he
carefully before completing this form. May have to pay the costs of applying to
If any information required is omitted set it aside.
Or given wrongly, **THIS FORM MAY**
HAVE TO BE RETURNED.

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

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

yes

no

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 judgement entered by the Plaintiff (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 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 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:

Associated Advocates Chambers
FIS Building (2nd Floor, East Wing)
196 Sheddin Road
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:

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 185 OF 2006

BETWEEN ALLISON SMITH

PLAINTIFF

AND THE PROPRIETORS OF STRATA PLAN #159 1st DEFENDANT

AND BCQS PROPERTY MANAGEMENT LTD. 2nd DEFENDANT

STATEMENT OF CLAIM

1. At all material times the First Defendants were the owners and occupiers of premises known as Silver Oaks Apartments situate in George Town, Grand Cayman.
2. At all material times the Second Defendant were employed by the First Defendant to manage and maintain the said premises known as Silver Oaks Apartments situate in George Town, Grand Cayman.
3. At all material times the Plaintiff was a resident at the said Silver Oaks Apartments situate in George Town, Grand Cayman.
4. On the 10th day of September 2005 the Plaintiff alighted from her motorcar to peruse a Notice posted on a Caribbean Utilities Company electrical pole concerning a strata meeting of the said property.
5. As the Plaintiff stepped off the driveway pavement and onto the grassy verge to peruse the said Notice, her foot went into an unguarded hole in the grassy surface adjacent to the said driveway and utility pole on the said premises, causing her to trip and fall.
6. The Plaintiff's said accident was caused by the negligence of the Defendants, their servants or agents.

Particulars of Negligence

- (a) Negligently causing or permitting the said open hole to be or to become or to remain a danger and a trap to persons lawfully entering the said premises and walking near the same.
- (b) Failing to cause the hole to be covered and made safe.
- (c) Failing to warn the Plaintiff of the presence of the hole.
- (d) Failing to provide any temporary covering of the hole.

- (e) Placing the Notice on a pole, which was in close proximity to a danger and a trap on the property.
- (f) Failing to institute any or any adequate system of inspection and maintenance of the said premises whereby the absence of any cover upon the said hole might have been detected and the defect remedied before the Plaintiff's accident.
- (g) Failing to fence or guard the hole or to place warning signs close to the same.
- (h) Failing to repair the hole.

7. By reason the matters aforesaid, the Plaintiff has suffered personal injury, loss and damage.

Particulars of Injuries

- (a) Swollen left ankle
- (b) Sprained left ankle
- (c) Tri-malleolar fracture of the right ankle.

Particulars of Special Damages

(i) Loss of Income	CIS 7,394.43
(ii) Cost of Medical Report	CIS 200.00
(iii) Medical Costs & Fees	<u>CIS 9,776.17</u>
	<u>CIS\$17,370.60</u>

8. Further the Plaintiff claims interest upon such damages as may be awarded to her pursuant to the provisions of the Judicature Law.

Particulars of Interest Claimed

Interest is claimed upon special damages from the date such loss accrued to be assessed at the full relevant rate prescribed from time to time under the provisions of the Judicature Law as amended, on the ground that the Plaintiff has lost earnings and has incurred expenses which the Plaintiff will not recover from the Defendants, or either of them, or otherwise until judgment herein is satisfied. In the premises the Plaintiff has been denied the use of the said sums since the date such loss occurred, whereas the Defendants, or either of them, have enjoyed the use of the same throughout the said period.

9. Further the Plaintiff claims interest on general damages at the rate of 2% per cent from the date of service of the Writ herein until the date of judgment.

AND THE PLAINTIFF CLAIMS:

- (a) Damages
- (b) Interest, as hereinbefore set out
- (c) Costs.

Dated this 10th day of May 2006

Associated Advocates CL

Associated Advocates Chambers
Plaintiff's Attorneys-at-Law

THIS STATEMENT OF CLAIM was filed by Associated Advocates Chambers, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is that of her said Attorneys-at-Law, FTS Building (2nd Floor East Wing) 196 Sheddens Road, George Town, Grand Cayman.