



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ²⁶⁸ OF 2007

BETWEEN

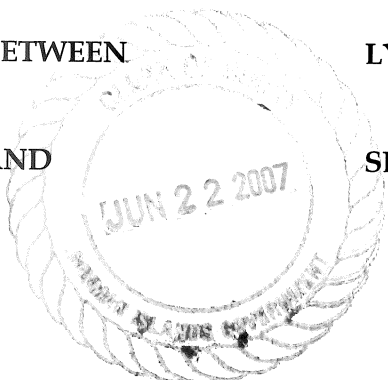
LYNDON ROBERT NELSON

PLAINTIFF

AND

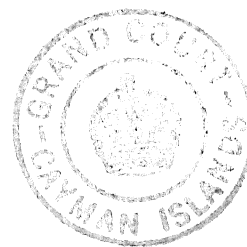
SEAN HAYE

DEFENDANT



WRIT OF SUMMONS

To: Sean Haye
P.O. Box 11477
Grand Cayman
KY1-1009
Cayman Islands



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 Fourteen days [14] 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this ^{22nd} day of *June*, 2007

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 Acknowledgment of Service are given with the accompanying form.

6. The Plaintiff was later transported to the hospital by ambulance where it was discovered that he had suffered a broken arm, seven broken ribs, severe internal bleeding and a ruptured spleen which had to be removed.
7. The collision was caused solely by the negligence of the Defendant in the driving, management and control of his automobile.

PARTICULARS OF NEGLIGENCE

- (a) Veering left from the main road without ensuring that it was safe to do so.
 - (b) Failing to exercise all necessary caution before leaving the main road.
 - (c) Failing to see the Plaintiff in time or at all in order to avoid the collision.
 - (d) Failing to warn the Plaintiff of his intention to turn left and into the Plaintiff's path thereby failing to give the Plaintiff an opportunity to avoid the collision.
 - (e) Driving too fast in the circumstances and in a manner which made it impossible for the Plaintiff to avoid the collision.
 - (f) Failing to stop, swerve or otherwise manoeuvre his car in time to avoid the collision.
8. As a consequence of the Defendant's negligence alone, the Plaintiff has suffered very severe personal injury, has been put to expense and has suffered loss and damage.

PARTICULARS OF INJURY

- (a) The Plaintiff, whose date of birth is 8th November 1964, is a right hand dominant mechanic who requires maximum range of extension and contraction in his left

arm and shoulder in order to perform his duties with any degree of effectiveness. As a result of the motor vehicle accident, he suffered a ruptured spleen, serial rib fractures on the left side with haemothorax, lung contusion, comminuted shaft fracture of the left humerus, and severe internal bleeding.

- (b) He was hospitalized at the George Town Hospital in the evening of 24th March 2006 where he underwent two surgical operations. The first operation was performed at 11:30pm for the application of a U-slab Scotchcast to the fracture of the left humerus. The second operation was performed 25th March 2006 at 1:42a.m. to insert a tube into the chest on the left side, to perform a laparotomy and a splenectomy. After completing the surgical operation, the left arm U-slab cast was extended over the left shoulder. The Plaintiff was discharged on 31st March 2006, returning for Outpatient follow-up treatment.
- (c) On 3rd May 2006, an x-ray revealed that there was still a gap in the left humerus; it was not healing at the desired rate and was very unlikely to heal. Therefore, another surgery was recommended for Locking IM Nail Fixation. However, because the Cayman Islands Hospital did not have the appropriate implants, arrangements were made for the Plaintiff to be referred to the University Hospital of the West Indies in Kingston, Jamaica.
- (d) On 10th May 2006 the Plaintiff was seen by a doctor at the University Hospital who identified fragments and fracture held together by a K-wire. During a surgical procedure the left humerus fracture was plated with an ORIF plate and screws (9 hole 4.5 cm narrow DCP) before bone was taken from the left hip and grafted to the fractured left humerus. The Plaintiff was discharged 12th May 2006 from University Hospital.
- (e) On 5th June 2006 the Plaintiff returned to the Cayman Islands Hospital to continue treatment. The Plaintiff commenced therapy on 7th June 2006 on the left arm and shoulder not having full range of motion and function but with severe

pain and stiffness and wasted arm and shoulder muscles. The Plaintiff, after attending regularly for 22 visits, completed the therapy 28th July 2006.

- (f) The Plaintiff has reached maximum medical improvement with shoulder abduction at 90% range, experiencing pain with resistance; exterior rotation at 60 degrees and; internal rotation at 90% range with significant pain at the terminal arc. The left bicep muscles are wasting with only 90% strength compared to the right arm. The weakness, discomfort and instability of the Left shoulder Joint is likely to persist permanently.
- (g) The Plaintiff, at the time of his injury, after the surgical operations that he has undergone and throughout his physiotherapy and convalescence, experienced severe pain and discomfort from his injuries. The Plaintiff also suffered permanent cosmetic disfigurement from the surgical scars on the abdomen and left arm and still experiences pain and discomfort due to tender scars.
- (h) The Plaintiff still has an internal fixation plate which may be required to be surgically removed at some future date.
- (i) The Plaintiff continues to suffer from occasional shortness of breath during strenuous activities, including his occupational demands. The Plaintiff is no longer able to engage himself in his profession as a heavy equipment mechanic on trucks and other machinery, including garbage trucks, due to a weakened immune system resulting from removal of his spleen. The Plaintiff has also had to give up his favorite sports of jogging, volleyball and cricket due to shortness of breath and pain in the shoulder.
- (j) The Plaintiff is also at increased risk of Thrombocytosis with resultant risk of deep vein thrombosis, or Blood clots, from the splenectomy. The Plaintiff is also at risk of delayed intra-abdominal adhesion and intestinal malfunction and it is expected that the injuries will adversely affect the Plaintiff's life expectancy to at least a minor extent. Further, the life-time increased susceptibility to infection

may result in further sickness with consequent potential loss of income. The significant factor is that the Plaintiff has suffered the injuries at a relatively young age in his working life.

(k) The Plaintiff is also at risk of developing a mild degree of Post-traumatic Stress Disorder which will manifest for a prolonged period, particularly in relation to traveling on the roads. He has a persistent fear of vehicles passing by even while he is walking and has given up riding a bicycle.

9. The Plaintiff's medical expenses amounted to CI\$21,034.70. Fortunately, due to his employment by the Cayman Islands Government at the time of the accident, CINICO covered these expenses. Future medical expenses will also be covered by CINICO as long as the Plaintiff is within the Government's employ.

10. Further to this, the Plaintiff has suffered special damages as follows:

PARTICULARS OF SPECIAL DAMAGE

Ticket for wife from USA to Cayman (for his care)	US\$500	CI\$410
Ticket for wife from Cayman to Jamaica (for his care)		CI\$191
Fuel costs for travel within Jamaica	JA\$6,000	CI\$75
Taxi fare to University Hospital (6 days x JA\$5000)	JA\$30,000	CI\$375
Accommodations in Jamaica (25 days @ JA\$1500)	JA\$37,500.00	CI\$469
Damage to bicycle		CI\$200
Medico-Legal Report		CI\$1,100

FURTHER DETAILS TO BE SET OUT IN SCHEDULE OF DAMAGES WHICH IS TO BE PROVIDED.

AND THE PLAINTIFF CLAIMS:

- (a) Special Damages of CI\$2,820;
- (b) General Damages;
- (c) Pre-Judgment and post-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision);
- (d) Further and/or other relief;
- (e) Costs.

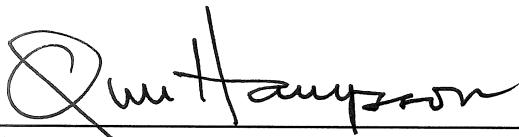
STATEMENT REGARDING INTEREST

The Plaintiff claims interest from the 24th day of March, 2006 at the rate of 7.25% per annum or as may be varied from time to time by the Grand Court Rules.

STATEMENT REGARDING INSURER

The Defendant is insured by British Caymanian Insurance Co. Ltd. BritCay House, 236 Eastern Avenue, P.O. Box 74, George Town, Grand Cayman.

DATED this 20th day of June , 2007



QUIN & HAMPSON
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: Sean Haye
P.O. Box 11477
Grand Cayman
KY1-1009
Cayman Islands

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.

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 installments or otherwise.

See over for notes for guidance

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 authroised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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. ²⁶⁸ OF 2007

BETWEEN LYNDON ROBERT NELSON PLAINTIFF

AND SEAN HAYE 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.

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

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 judgment 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 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.

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
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.