

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO: OF 2008**

£396

**BETWEEN**

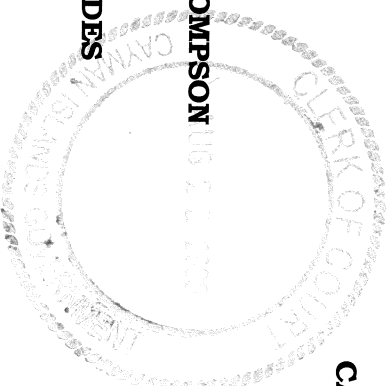
**NORENE THOMPSON**

**PLAINTIFF**

**AND**

**VIDETTE HYDES**

**DEFENDANT**



**WRIT OF SUMMONS**

**TO: VINETTE HYDES  
20 OTTOS DRIVE  
NORTH SIDE**

**AND: MOTOR & GENERAL  
320 SHEDDON 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 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 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this        day of August 2008.

**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.

## **STATEMENT OF CLAIM**

1. The Plaintiff is a citizen of the Cayman Islands and at all relevant times was the owner and operator of an on-island Taxi Bus service. The Plaintiff was the owner of a Toyota Coaster bus registration 901117.
2. The Defendant was at the time of the accident a resident of the Cayman Islands and was the owner and driver of a Toyota Rav 4 registration number 102494.
3. On the 3<sup>rd</sup> September 2005 at approximately 4.50 p.m. the Plaintiff's vehicle was operating as a taxi bus for hire en route from George Town to East End. The Plaintiff's vehicle was being driven by a Mr Patrick Blake.
4. Mr Blake was driving the Toyota Coaster along Frank Sound Road northward in the direction of North Side when a collision occurred with the vehicle owned and driven by the Defendant.
5. The Defendant was driving on the Frank Sound Road, southwards in the opposite direction of the Plaintiff's vehicle.
6. The Defendant whilst traveling at excess speed, lost control of her vehicle. The Defendant's vehicle veered off the road to the left and then having lost control of her vehicle the Defendant veered back onto the road and across the centre of the road where it struck the Plaintiff's vehicle in the lane in which the Plaintiff was lawfully driving.
7. This impact caused the Plaintiff's vehicle to overturn onto it's left hand side.
8. The collision occurred due to the negligence of the Defendant in and about the care, management, driving and control of her motor vehicle on the 5<sup>th</sup> September 2005.

9. Particulars of Negligence

- (a) Driving too fast in the circumstances
- (b) Failing to keep any or a proper look out
- (c) Driving without due care and attention
- (d) Failing to avoid a collision
- (e) Failing to stop, swerve or otherwise manoeuvre the vehicle in time to avoid a collision.

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

11. Subsequent to the accident the Plaintiff spoke to her insurer and was told that they were not responsible for compensating the Plaintiff. The Plaintiff further contacted insurer for the Defendant by way of letter seeking compensation for loss suffered. On the 8<sup>th</sup> February 2008 the Defendant's responded by way of letter through their Attorney denying liability for the accident.

12. The Plaintiff was for some time unable to fund the purchase of a replacement bus and was unable to gain satisfaction from the Defendant's insurer to allow her to resume her business and suffered loss as a result.

13. Particulars of Special Damage

(a) Towing Costs

The Plaintiff has to pay CI\$200 to have her vehicle towed from the scene of the accident.

(b) Loss of Vehicle

The vehicle was purchased for CI\$14,500 in January 2003. The Plaintiff was insured third party fire and theft and no payment on her or any other policy of insurance has been made. The pre-accident value of the vehicle was CI\$12,800.

(c) Loss of Earnings

- (1) The Plaintiff's vehicle was damaged beyond economic repair in the accident resulting in the Plaintiff's vehicle being unable to continue to operate as a bus service. The Plaintiff suffered loss of earnings as a result of this.
- (2) The bus was used 6 days per week and on average 24 days per month.
- (3) The driver of the vehicle was paid CI\$425 per week.
- (4) The diesel costs were subtracted from the daily takings.
- (5) The average net daily profit from the bus was CI\$276 per day.
- (6) The bus was off the road and not replaced on or about December 2005.
- (7) A schedule of loss with particulars will be forwarded in due course.

**AND THE PLAINTIFF claims:**

1. Damages
2. Interest in accordance with the Judicature Law (2007 Revision)
3. Costs
4. Such further and other relief as this Court may deem just

**STATEMENT REGARDING INSURER**

The Defendant was insured by Motor & General Insurance



**Samson & McGrath**

**Attorneys for the Plaintiff**

*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.

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**PLAINTIFF**

**AND**

**VIDETTE HYDES**

**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.

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

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)                       yes                       no

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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                       no

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**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.

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
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.