

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

CAUSE NO. ⁵⁰⁰ OF 2008

BETWEEN:

BEAVER SYMS

PLAINTIFF

AND

CARIBBEAN MARINE SERVICES LTD.

DEFENDANT



WRIT OF SUMMONS
NEGLIGENCE

TO: Caribbean Marine Services Ltd.
Box 1376 GT
Citrus Grove Building,
Goring Avenue
George Town.



THIS WRIT OF SUMMONS has been issued against you by the ~~above mentioned~~ 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. 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 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 judgment may be entered against you forthwith without further notice.

Issued this 24 day of ~~October~~¹⁴ ~~OCTOBER~~, 2008.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect 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.

STATEMENT OF CLAIM

The Plaintiff claims against the Defendant is in negligence and breach of Contract.

WHEREEAS the aforementioned Plaintiff was gainfully employed by the above-named Defendant for a period of eighteen months from 9th November, 2006 to the 16th May, 2008 as a Linesman on the tenders owned and operated by the Defendant.

AND WHEREAS the above-mentioned Plaintiff was injured in a boat accident on the 16th April, 2008 during the course of his employment. The Plaintiff claims against the Defendant is for negligence and breach of Contract.

PARTICULARS OF NEGLIGENCE

The Plaintiff will say that on the day in question while operating as a Linesman on the Carib Star at Spotts, Grand Cayman his duties were to tender the passenger ship the Carnival Freedom and to see that the passengers disembarked safely.

The Plaintiff will say that he tied the tender "Carib Star" to the ship Carnival Freedom. The tender was two to three feet from the Carnival Freedom where the passengers were to disembark and there was a larger tender "the Carib Express" also owned by the Defendant that was also tied to the Carnival Freedom just ahead of the Carib Star. This tender was revving its engines in order to keep it alongside the Carnival Freedom as the seas were rough and the winds were blowing at about 35-40 MPH. The revs from the larger tender "Carib Empress stirred up the sea and caused the Carib Star to go further away from the Carnival Freedom and turned the Carib Star around so that the front of this tender was facing the stern of the cruise ship.

The Plaintiff will say that the captain of the tender of the Carib Star Yandel Campbell shouted to the Plaintiff to loosen the rope which was tied to the cruise ship so that he could adjust the position of the tender. The Plaintiff was slackening the rope when the cruise ship suddenly moved away from the tender entrapping the Plaintiff's hand between the rope and the cleat on the tender causing damage and injury to the Plaintiff's little fingers and the loss of the last flange on each hand. The Plaintiff's ring finger on his right hand was also broken and the tendons on both hands were also damaged.

The Plaintiff will say that the captain of the tenders and Mr. David Carmichael the manager of Caribbean Marine Services Ltd. are responsible to check the conditions of the sea and winds in order to determine that working conditions are satisfactory. The sea at the time was rough and the conditions were unfavourable.

The Plaintiff will say that following the accident he was taken to the George Town Hospital where he was treated for his injuries, loss of the last flange of his left little finger, the loss of the last flange of his right little finger, damage to the ring finger on his right hand.

The Plaintiff will further say that while on sick leave by the order of the doctor at the George Town Hospital in relation to the injuries the Plaintiff was dismissed from employment by David Carmichael acting on behalf of the Defendant by letter dated 16th May, 2008 on the grounds that there was a change in the company's policy.

The Plaintiff will say that he is still undergoing treatment for his injuries and has been advised by his doctor that he will need further surgery.

AND THE PLAINTIFF CLAIMS:

- (1) Damages for injury as a result of the Defendants negligence and Breach of Contract of employment..
- (2) General Damages for pain and suffering.
- (3) Prejudgment interest.
- (4) Post judgment interest.
- (5) Costs.

Dated this ^{24th}~~24~~ day of ^{October}~~September~~, 2008.



Keith Collins & Company
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Keith Collins & Company, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys-at-Law of Unit 207, 2nd Floor, Elizabethan Square, George Town, Grand Cayman

Acknowledgement of writ of summons (0.12, 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

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.

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