

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 492 OF 2011

BETWEEN: CARRELL WATSON PLAINTIFF

AND : CLEVELAND DILBERT T/A  
RICKY WALTON CONSTRUCTION  
DEFENDANT



WRIT OF SUMMONS

To: Cleveland Dilbert  
t/a Ricky Walton Construction,GT  
Grand Cayman c/o Mourant Ozannes  
Attorneys-at-law, GT,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 14days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O.Box 495,G.T. Grand Cayman the accompanying Acknowledgment of Service form stating therein whether you intend to contest the proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you fail to 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 at George Town this 30<sup>th</sup> day of November, 2011

NOTE: This Writ may not be served later than four(4) calendar months ( or,if leave is required to effect service out of the jurisdiction, six (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**

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

**CAUSE NO.                      OF 2011**

**BETWEEN                      CARRELL WATSON                      PLAINTIFF**

**AND                                      CLEVELAND DILBERT T/A  
RICKY WALTON CONSTRUCTION  
DEFENDANT**

1. The Plaintiff, Carrell Watson, is a Carpenter/Mason and resides and has his true place of abode and postal address at Crawle District, Riversdale P.O in the parish of Saint Catherine.
2. The Defendant Cleveland Dilbert T/A Ricky Walton Construction operates a Construction Business in Cayman Brac and resides and has his place of business in Cayman Brac in the Cayman Islands.
3. That the Plaintiff was at all material times an Employee of the Defendant carrying out duties as a Carpenter, Helper and Mason.
4. The Defendant hired the Plaintiff in 2003 as part of his workforce to maintain the White River Hydro Power Station.
5. On the 16<sup>th</sup> January, 2009 whilst the Plaintiff was in the employ of the Defendant as a Carpenter/Mason and upon the Defendant's instructions to him to unload a container with ply boards and sheet racks he was seriously injured when the said materials got loose and cannoned into his body causing him immediately to fall to the ground. He was rendered unconscious. He was taken to the Cayman Brac Hospital where he was treated then transferred to the Cayman Hospital where he was further treated and was thereafter sent by Air Ambulance to the University Hospital of the West Indies (Tony Thwaites Wing) in Jamaica where he underwent most of his treatment.

6. The Plaintiff's injuries, loss and expenses were as a result of the breach of the Defendant's duty of care and/or statutory duty. At all material times the Plaintiff was operating under a valid work permit and was also the beneficiary of Health Coverage.
7. Before the accident the Plaintiff was not suffering from any injury.
8. That the Plaintiff through his Attorneys-at-Law made contact with the Insurers of the Defendant and sent in a Claim form as far back as October 2010. To date the matter has not been settled.

**PARTICULARS OF NEGLIGENCE AND/OR BREACH OF THE CONTRACT  
OF EMPLOYMENT OF BREACH OF STATUTORY DUTY**

1. Failing to provide proper gear to the Plaintiff for the duties he was instructed to carry out;
2. Failure to provide proper special safety instructions and safety equipment to the Plaintiff;
3. Failing to carry out adequate supervision of the task or put in place measures to ensure proper supervision of the unloading of the Trailer;
4. Failing to have sufficient handlers to unload the Trailer;
5. Failing to do any act that would have avoided the injuries sustained by the Plaintiff.

As a consequence of this accident, the Plaintiff sustained severe injuries, loss and incurred expenses.

**PARTICULARS OF INJURY TO THE PLAINTIFF**

1. Fracture of the anterior column of the right acetabulum and the right sacro-iliac joint;
2. Swollen tender right leg and hip;
3. Severe pain in the right hip and burning sensation down the right thigh;
4. Neuropraxia of the right sciatic nerve;
5. Tendelenburg gait;
6. Permanent Partial Disability of 4%

The Plaintiff will rely upon medical evidence to detail the full extent of his injuries and the prognosis for his future medical condition and in particular Medical Report prepared by Dr. Akshai Mansingh dated March 8, 2010 and the Physiotherapy Report prepared by Ms. Gaynor P. Downer dated January 19, 2010 and an updated Medical Report from Dr. Mansingh dated June 13, 2011. The Plaintiff is still undergoing treatment and we await further Medical Reports.

By reason of his said injuries, the Plaintiff's personal and social life has changed completely. He has not been able to carry out his daily activities as he used to and has lost his employment with the Defendant. He continues to suffer from these injuries and is placed on anti-inflammatory pain relievers of voltarin as well as muscle relaxant. He walks with a limp and sometimes with the assistance of a cane.

**PARTICULARS OF SPECIAL DAMAGES (ongoing)**

	J\$
i. Cost of Medical Reports so far	10,000.00
ii. Transportation (so far)	52,500.00
iii. Medical Expenses (incurred so far)	101,709.43
iv. Household Help	25,500.00
v. Cost for ankle foot orthosis x 10	15,000.00
vi. Loss of Items due to the failure to retrieve them because of the Accident namely:	
a. Television Set	
b. Air Conditioning Unit	
c. Radio	
d. DVD Player	
e. Gold Jewellery that is a rope chain, three rings and a Bracelet;	
f. 10 pairs of Jeans;	
g. 5 pairs of Sneakers;	
h. 2 pairs of Shoes;	
i. 1 exercise bicycle;	

**TOTAL (J\$)**

**To be obtained**

vii. Loss of Earnings (Jan 8, 09 – October 2011)ongoing

CI\$110,896.50


9. The Plaintiff's foot drop has gotten worse and he is unable to find employment in the field of carpentry and masonry.
10. The Plaintiff is still in need of future care for his foot drop;
11. Based on the Plaintiff's injuries a Claim is also being made for Loss of Future earnings in the sum of CI\$245,388.00.
12. Further the Plaintiff claims interest on the amount found to be due to the Plaintiff on Special Damages as well as General Damages.

**The Plaintiff craves leave to amend the Particulars of Injuries and Particulars of Special Damages upon receipt of additional information.**

**AND THE PLAINTIFF CLAIMS:**

1. Damages for pain, suffering and loss of amenities resulting from the injuries he sustained in the accident.
2. Special Damages in the sum of J\$194,409.43 and CI\$110,896.00 (ongoing)
3. Loss of future earnings in the sum of CI\$245,388.00
4. Pre- and Post Judgment Interest
5. Future medical expenses
6. Costs
7. Such further and/or other relief as this Honourable Court deems just

Dated the 30<sup>th</sup> day of November, 2011

  
\_\_\_\_\_  
Morris M. Garcia

To: The Clerk of the Courts

AND TO: The Defendant, c/o of its Attorneys-at-law, Mourant Ozannes, 2<sup>nd</sup> Floor, Harbour Centre, North Church St, George Town, Grand Cayman.

**ENDORSEMENT AS TO INSURERS:** The Defendant's motor vehicle insurers are: Sagicor General Insurance (Cayman) Limited, 103 South St, GT. P.O. Box 2171, Grand Cayman, KY1-1105.

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Filed by MORRIS GARCIA, Attorney-at-Law of P.O. Box 253 SAV, Grand Cayman, BWI instructed by OSWEST SENIOR-SMITH & COMPANY, Attorneys-At-Law of Senior's Plaza, 96-96 ½ Waltham Park Road, Kingston 11, Jamaica for and on behalf of the Plaintiff herein named.



Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

{ 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 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 acting in person) of his name, address and reference, if any, in the space below:

Morris M. Garcia, Suite #2,  
Nevlaw Building,GT  
Grand Cayman, Cayman Islands

Indorsement by Defendant's attorney ( or Defendant if acting in person) of his name, address and reference, if any in the space below: