

**IN THE GRAND COURT OF THE CAYMAN ISLAND**

**CAUSE NO. 331 of 1999**

**BETWEEN: LEIGHTON GAYLE**

**PLAINTIFF**

**AND; KRISTA BROWN- PATTERSON T/A AMBASSADORS  
JANITORIAL FIRST DEFENDANT**

**AND: DART MANAGEMENT LTD SECOND  
DEFENDANT**

**WRIT OF SUMMONS**

**TO;** Krista Brown- Patterson t/a Ambassadors' Janitorial

P O Box 31 903 SMB  
Seven Mile Beach Resort  
or  
c/o Kirks Office Equipment  
Geroge Town Grand Cayman

**AND TO:** Dart Management Limited  
Foreshore Corporate Services Ltd  
P O Box 1994 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 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 495 G, 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 Judgement may be entered against you forthwith without further notice.

Issued this 24 day of May, 1999

**NOTE:** This Writ may not be served later than 4 calender months beginning with the date of the issue unless renewed by Order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form

**STATEMENT OF CLAIM**

1 The Plaintiff is an individual who at the material time was the holder of a Cayman Islands work permit # 048144 in the name of the First Defendant and who, at the material time, was employed by the First Defendant at the business place of the Second Defendant.

2 The First Defendant is an individual who resides in the Cayman Islands and at the material time held a Cayman Islands Work Permit # 048144 for the Plaintiff to be employed at a business which she operated known as "Ambassadors' Janitorial". The Plaintiff was employed with the First Defendant as a Janitor/Gardner. As part of his employment conditions the Plaintiff was required to work solely for the Second Defendant at one or other of its nurseries in Grand Cayman. The First Defendant is however, the holder of the Plaintiff's work permit and has so been for a period of two years. For the two years the Plaintiff has exclusively worked at one or other of the Second Defendant's nurseries.

3 The Second Defendant is a limited liability company which is duly incorporated under the laws of the Cayman Islands with a registered Office located at Foreshore Corporate Services. At the material time the Plaintiff was carrying out his duties for the Second Defendant as part of his regular employment on the instructions of the First Defendant.

3 On or about 20th January, 1999 the Plaintiff as part of his regular employment was being transported in a flat bed truck owned and/or operated by the Second Defendant, from one of the Second Defendant's nurseries to another of the Second Defendant's nurseries. The Plaintiff, together with other employees of the First Defendant who also work exclusively for the Second Defendant, was a passenger on the back of the flat bed truck, as a result of his being told that he would be transported to the other nursery by a representative of the Second Defendant. The truck on which the Plaintiff and the other employees were being transported had no railing around the flat bed and in addition to the employees, certain heavy machinery and/or equipment, including but not limited to a piece of heavy metal which was to be attached to a John Deer Heavy Duty Lawn mower, was also on the back of the said flat bed truck.

4 During the journey to the Second Defendant's nursery, whilst sitting on the flat bed of the said truck, the truck's driver went to negotiate a bend in the road and as a result of his negligence, the Plaintiff together with items on the back of the truck including the heavy machinery and/or equipment to be attached to the John Deer lawn mower were thrown from the back of the truck. The heavy metal object which was being transported for the John Deer Lawn Mower collided with the Plaintiff's foot when they both came off the truck. As a result of this accident the Plaintiff suffered injuries and loss.

5 The accident was caused by the negligence of the First and /or Second Defendant, their servants and/or agents

### **PARTICULARS OF NEGLIGENCE**

The First and/or Second Defendant were negligent in that they or one of them:

- (a) Failed to take any or any adequate precaution for the safety of the Plaintiff whilst he was engaged on his duties.
- (b) Exposed the Plaintiff to a risk of damage or injury of which the First and/or Second Defendant, their servants or agents knew or ought to have known;
- (c) Caused or permitted the Plaintiff to be transported on the back of a vehicle which was in a dangerous condition.
- (d) Caused or permitted the said truck to be in and/or remain in a dangerous and defective condition;
- (e) Failed to pay any or any sufficient heed to the complaints about the condition of the truck from the employees;
- (f) In the circumstances, failed to provide a safe place of work for the Plaintiff and required the Plaintiff to work under conditions which were dangerous and unsafe and of which danger and unsafety, the First and/or Second Defendants, their servants or agents knew or ought to have known;

5 By reason of the matters aforesaid the Plaintiff, who was born on 10th January, 1967 and is 32 years of age, suffered injury, loss and damage.

### **PARTICULARS OF INJURY**

- (a) Extensive laceration around the top of the mid foot on the left side.
- (b) Avulsed skin on the forefoot;
- (c) Degloving of the little and fourth toes;
- (d) Fractures of the base of proximal phalanx of the great toe;
- (e) Terminal phalanx of the second toe
- (f) Fracture desolation of the terminal phalanx of the little toe;
- (g) Loss of sensation of the third, fourth, and fifth toes
- (h) Marked restriction of movements of the toes.
- (i) Cyanotic avulsed skin

The Plaintiff continues to suffer from the said injuries and has been placed at a severe disadvantage on the Labour market as he is only likely to recover 25% sensation in his lateral four toes, active movements are only possible at the great toe, but absent from the outer four toes in spite of extensive physiotherapy from the day of the accident. The Plaintiff will have to continue wearing shoes that are much larger than his own size, modified amputation of a portion of each of his four toes is likely and it is unlikely that he will ever again be able to carry on his profession, as before.

### PARTICULARS OF SPECIAL DAMAGES

(a) Loss of Earnings at the rate of CI\$8.00 per hour @ 9 hours per day and 5 days per week for 15 weeks from 20th January, 1999 to 6th May, 1999 (Continuing)	CI\$5,400.00
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Less Amount paid by First and Second Defendants 12 weeks @ CI\$360.00 per week	CI\$4,320.00
	<hr/> CI\$1080.00

(b) Medical Expenses (to 26th April, 1999) at the George Town Hospital (Continuing)	CI\$5,520.19
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### WHEREFORE THE PLAINTIFF CLAIMS

(a) Damages, Interest and costs

Dated this 21<sup>st</sup> day of May, 1999

Brooks & Brooks  
**BROOKS & BROOKS**  
Attorneys At Law for the Plaintiff

**THIS WRIT OF SUMMONS** was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

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AND; KRISTA BROWN-PATTERSON T/A AMBASSADOR'S JANITORIAL FIRST DEFENDANT

AND: DART MANAGEMENT LTD SECOND 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 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 judgement 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

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( Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed \_\_\_\_\_

Please complete oveleaf

(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 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 the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks  
Attorneys At Law  
P O Box 1355 GT  
GRAND CAYMAN**

**(One, Artillery Court, George Town, Grand Cayman)**

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