

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 470 OF 2000

B E T W E E N:

ROLAND POUCHIE

Plaintiff

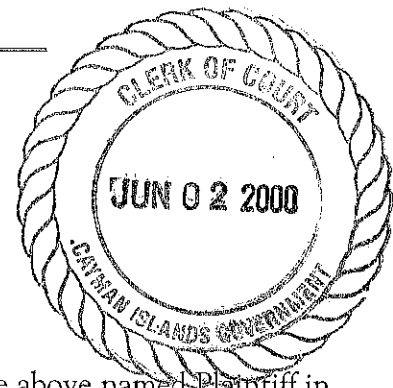
AND

ALLIED CONSTRUCTION COMPANY LTD.

Defendant

WRIT OF SUMMONS

TO: Allied Construction Company Ltd.
P.O. Box 3211 SMB
Artco Centre
Smith 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 second page following.

Within 14 days after the service of this Writ on you, counting 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 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 2nd day of June, 2000.

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 and was at all material times a resident of North Side, Grand Cayman. The Plaintiff was prior to the accident referred to in paragraph 3 below a construction worker and had worked as such in the Cayman Islands for over 7 years. Prior to that the Plaintiff worked as a shipwright for 32 years. At the time of the accident the Plaintiff was in the employ of the Defendant and had been for 4 years.
2. The Defendant is an ordinary resident corporation of the Cayman Islands and was at all material times the owner and operator of a business specialising in construction. It has its principal place of business at the Artco Centre, George Town, Grand Cayman and its registered office is reported by the office of the Registrar of Companies to be P.O. Box 3211 SMB.
3. On 5 June, 1997 and in the course of his employment the Plaintiff was operating a type of Jack Hammer supplied by the Defendant to knock through a cement wall on the Defendant's instructions when a defective safety guard to the equipment apparently loosened causing the Jack Hammer to suddenly spin whilst in the grip of the Defendant, throwing the Defendant to one side, thereby knocking him unconscious and causing severe and permanent injury and loss.
4. As a result of his injuries the Plaintiff was forced to cease working for the Defendant and monies due to the Plaintiff arising out of accrued vacation entitlement have not been paid.
5. The Defendant had a duty of care to the Plaintiff as his employer to provide safe, working, and properly maintained equipment and to provide sufficient supervision and work practices to assure a safe system of work. The Defendant's duty was breached by a failure to carry out these requirements. As a result the Plaintiff suffered injury and loss which were caused by the negligence and breach of duty of care of the Defendant, their servants or agents.

PARTICULARS OF NEGLIGENCE

- (a) Failing to provide properly maintained equipment with which the Plaintiff could safely carry out his work.
- (b) Providing the Plaintiff with dangerously defective equipment with which to carry out his work.

- (c) Failing to warn the Plaintiff prior to his use of the equipment or at all of any danger or the need to take any particular precautions with respect to the use of the equipment.
 - (d) Failing to provide a safe system of work.
 - (e) Failing to make the place of work (and particularly the equipment provided therefore) as safe as it could have been made by the exercise of reasonable care and skill.
 - (f) Failing to take any or any adequate precautions to ensure that the equipment provided to the Plaintiff was safe and would not cause any damage or injury to the Plaintiff in using the equipment provided.
6. By way of an undated letter of admission against interest and constituting an admission of liability, the Defendant wrote to the Plaintiff's doctors after the accident directing them to invoice the Defendant for the Plaintiff's treatment costs.
7. As a result of the accident the Plaintiff suffered injuries to his right hand, right arm and neck and has experienced pain and suffering

PARTICULARS OF THE PLAINTIFF'S INJURIES

- (a) The Plaintiff primarily suffered severe injuries to his right (dominant) hand and related injuries to his neck and shoulder.
- (b) After attending George Town Hospital, the Plaintiff underwent out patient treatment at Cayman Medical Centre and had continuing physical therapy to attempt rehabilitation of the hand.
- (c) The hand however continues to give tremendous problems to the Plaintiff. The Plaintiff required immobilisation of his hand for 14 months. The hand is still sore. He has had to and continues to take medication for pain.
- (d) The medical diagnosis is that the Plaintiff has suffered a twisting injury to his hand which has gone on to cause a neuroproxia of his ulna nerve in the canal of guyon. He is at risk for development of progression of his nerve lesions, a contracted hand, and reflex sympathetic dystrophy. As such, he required aggressive physiotherapy . The doctors do not expect the Plaintiff to regain full use and motion and did not expect him to return to his previous occupation as a construction worker. The doctors have expressed concerns that the Plaintiff will never again be able to safely climb on

ladders or scaffolding, or to safely manipulate tools, due to the markedly decreased grip and partial loss of use of his right hand. It is feared that he has reached the maximum degree of recovery possible and that despite rehabilitative efforts his condition may worsen.

- (e) Prior to the accident the Plaintiff was in excellent health and had no history of any family illness or neurological or mobility problems.

PARTICULARS OF SPECIAL DAMAGES

1. Medical Expenses

The Plaintiff has incurred the cost of expert medical treatment, ongoing physiotherapy and medication. The cost of such treatment and medication to date can be quantified upon discovery.

2. Loss of Income

The Plaintiff was not able to return to the level of work to which he was previously accustomed until October of 1999. The Plaintiff's average income in the 12 months prior to the accident was CI\$2,400.00 per month.

After the accident and the resulting cessation of employment with the Defendant as a result of his injuries the Plaintiff was unable to engage in any gainful employment for 14 months. In the following months the Plaintiff found employment conducting odd-jobs for a period of 7 months during which time he was able to earn approximately \$1,000.00 per month.

Accordingly the loss of income claimed from the date of the accident is CI\$43,400.00.

The Plaintiff claims accrued vacation pay.

Also the Plaintiff continues to incur and claims the cost of all future medical expenses and/or care and/or reports.

In the premises the Plaintiff claims against the Defendant:

- 1. Damages and special damages.

2. Interest pursuant to the Judicature Law and the Grand Court Rules.
3. Costs.
4. Such further and/or other relief as may be just.

Dated this 2nd day of June, 2000.

HUNTER ; HUNTER .

Hunter & Hunter
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: The Defendant

This Writ of Summons is filed by Hunter & Hunter, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is the Huntlaw Building, 75 Fort Street, P.O. Box 190 GT, George Town, Grand Cayman. (Ref: NVCJ/06816.001)