

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 853 OF 2000

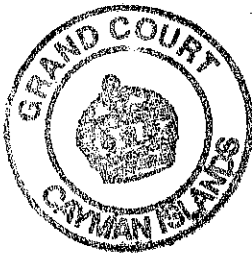
BETWEEN

DR HARVEY C. SLOCUM Jr

Plaintiff

AND

THE PROPRIETORS, STRATA PLAN #71



Defendant

WRIT OF SUMMONS

TO: The Proprietors, Strata Plan #71 PO Box 30118, SMB, Grand Cayman.

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claims set out on the following pages.

Within 14 days after 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, 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 any 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 22nd day of November, 2000.

NOTE this Writ may not be served later than 4 calendar months beginning with that date unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

STATEMENT OF CLAIM

1. At all material times the Defendant was the joint proprietor of the property comprised of the premises situate in the Strata Plan registered under the name “The Proprietors, Strata Plan #71” and also referred to as “Casa Caribe” (“the Property”). The Plaintiff was a resident at Casa Caribe and occupied apartment number 18.
2. The Defendant’s proprietorship of the said premises was governed by the provisions of the Strata Titles Registration Law (1996 Revision) (“the Strata Law”) and the Strata By-laws.
3. Further, by virtue in the Strata By-laws the Defendant has the responsibility of maintaining the common areas of the Property.
4. At approximately 10.15 p.m. on January 11th 1999 the Plaintiff had left his apartment and was descending a lower stairwell which was a common part of the Property. As he was so descending he slipped on a step which had become wet as a result of a landscaping sprinkler depositing water directly on the said steps. The Plaintiff fell backwards down the remaining stairs covering his head with his hands and at the same time trapping his right foot under the outside railing causing his right knee to be wrenched inwards whereupon he sustained the injury

loss and damage hereinafter detailed.

5. The said accident was caused by the negligence and/or breach of statutory duty and/or breach of contract of the Defendant.

PARTICULARS

The Defendant was at fault in that it:

- (a) failed to maintain the said staircase adequately or at all, negligently and/or contrary to s6(1)(f) of the Srata Law;
- (b) failed to keep the surface of the said steps in good and serviceable repair, negligently and/or contrary to s6(1)(f) of the Srata Law;
- (c) caused or permitted water to be on the surface of the said step;
- (d) caused or permitted water to remain on the surface of the said step;
- (e) failed to position the said sprinkler in such a manner that it would not project water onto the said steps;
- (f) failed to warn the Claimant of the presence of the water on the said steps;
- (g) failed to institute any adequate system of inspection of the steps;
- (h) failed to institute any adequate system of cleaning of the said steps;
- (i) failed to heed the Plaintiff's warnings as to the danger of the said sprinklers depositing water on the said steps (for the avoidance of all doubt it is the Plaintiff's case that he had orally warned the Defendant's Ernest Williams, Thomas Ebanks and Tricia Whittaker on at least 5 separate occasions in 1998 and by letters dated March 5th, 1998 and August 4th, 1998 to Tricia Whittaker);
- (j) failed to maintain the lighting on the said steps adequately or at all;

(k) failed to heed the fact that the lighting on the said steps was prone to failure;

(l) exposed the Plaintiff to a foreseeable risk of injury;

(m) failed to have any proper regard for the Plaintiff's safety.

6. By reason of the matters aforesaid the Plaintiff sustained injury, loss and damage.

PARTICULARS OF INJURY

As a result of the accident the Plaintiff who was born on November 11th, 1944 and is now 56 years of age, sustained a serious injury to his right knee. His foot became caught under a railing and as he fell the right knee rotated in its joint. The Plaintiff suffered from acute and increasing severe chronic pain and total knee dysfunction and this led in August 1999 to the Plaintiff undergoing a Total Knee Revision of his right Total Knee Replacement which had been surgically performed on September 9th, 1998. The prognosis is guarded.

Fuller details will be provided in the medical reports to be served.

PARTICULARS OF SPECIAL DAMAGES

See attached schedule which fully particularises the Plaintiff's losses incurred as of the date hereof.

7. The Plaintiff is also entitled to and claims interest under s34 of the Judicature Law 1995 at the following rates:

(a) on General Damages at the appropriate rate laid down by the law until judgment or sooner payment;

(b) on Special Damages at the prescribed rate, namely 7 7/8% for losses incurred pre March 31st, 2000 and thereafter at 8%.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT

(1) General Damages;

(2) Special Damages in the sum US\$35,863.99;

(3) the aforesaid interest to be assessed on both the Plaintiff's pre and post judgment losses;

(4) further and/or other relief;

(5) Costs.

Dated the 22nd day of November, 2000.


NELSON & COMPANY

SCHEDULE OF SPECIAL DAMAGES

1-11-1999 INJURY RELATED EXPENSES THROUGH 31-12-1999

A. TRANSPORTATION

1. Airline Tickets

- a. 1-24-1999: \$ 1455.90
- b. 4-25-1999: \$ 816.90
- c. 8-15-1999: \$ 784.90
- d. 3-12-1999: \$ 1075.00
- e. 12-3-1999: \$ 784.95
- f. 12-19-1999: \$ 702.95

2. Sky Caps/Wheelchair Transportation

- a. 1-24-1999: \$ 40.00
- b. 4-25-1999: \$ 40.00
- c. 8-15-1999: \$ 40.00
- d. 3-12-1999: \$ 45.00
- e. 12-3-1999: \$ 45.00

3. Ground Transportation/Fuel

- a. 1-24-1999: \$ 98.31
- b. 4-25-1999: \$ 170.74
- c. 8-15-1999: \$ 170.93
- e. 3-12-1999: \$ 1043.09
- f. 12-3-1999: \$ 1048.09

TOTAL \$ 8361.76

B. LODGING

- 1. 1-24-1999: \$ 347.41
- 2. 4-25-1999: \$ 446.67
- 3. 8-15-1999: \$ 1079.00
- 4. 12-3-1999: \$ 755.30

TOTAL \$ 2628.38

C. MEALS

- 1. 1-24-1999: \$ 140.00
- 2. 4-25-1999: \$ 209.56
- 3. 8-15-1999: \$ 511.12
- 4. 12-3-1999: \$ 348.14

TOTAL \$ 1208.82

D. PHYSICIAN FEES

- 1. 1-24-1999: \$ 250.00

- 2. 4-25-1999: \$ 250.00
- 3. 8-15-1999: \$ 280.00
- 4. 12-3-1999: \$ 208.00

TOTAL \$ 988.00

E. HOSPITAL COSTS

- 1. 8-15-1999: \$ 147.00
- 2. 12-3-1999: \$ 125.00

TOTAL \$ 272.00

F. PHYSICAL THERAPY

- 1. To Date: \$ 108.00
- 2. To Date: \$ 100.00
- 3. Required: \$ 2500.00

TOTAL \$ 2708.00

In US
* \$ 50.00/DailySession, 2 & 1/2
Months Additional Therapy Required.

G. MEDICATIONS

- 1. 1-24-1999 through
12-31-1999: \$ 6327.29

H. SHIPPING & MAIL COST

- 1. Medications: \$ 344.00
- 2. Documents : \$ 65.10

TOTAL \$ 409.10

I. COMMUNICATION COST

- 1. Doctors Appointments,
Progress & Problem Calls,
Pharmacy Calls: _____

TOTAL \$ 866.05

J. MEDICAL PHOTOGRAPHY

TOTAL \$ 451.20

K. SPECIAL CLOTHING

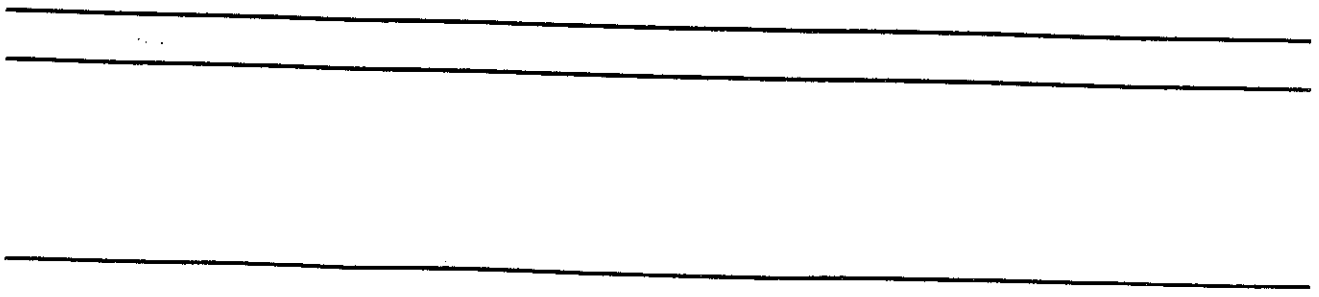
12-3-1999: \$ 88.56

L. 1-11-1999/12-31-1999 INJURY

RELATED PERSONAL EXPENSES: _____

GRAND TOTAL

\$ 24,309.16



1-1-00 THROUGH 10-14-00

A. TRANSPORTATION

1. Airline Tickets
 - a. 11-01-00: \$ 790.95
 - b. 14-07-00: \$1117.30
 - c. 10-09-00: \$ 782.30
 - d. 14-10-00: \$ 796.30
2. Sky Caps/ Wheelchair Transport
 - a. 14-07-00: \$ 40.00
 - b. 10-09-00: \$ 40.00
 - c. 14-10-00: \$ 40.00
3. Ground Transportation/Fuel
 - a. 11-01-00: \$ 87.00
 - b. 14-07-00: \$ 110.79
 - c. 10-09-00: \$ 415.75

TOTAL \$4220.39

B. LODGING

1. 14-07-00: \$1619.50
2. 10-09-00: \$ 323.70

TOTAL \$1943.20

C. MEALS

1. 11-01-00: \$ 800.00
2. 14-07-00: \$ 558.80
3. 10-09-00: \$ 221.46

TOTAL \$1580.26

D. PHYSICIAN FEES

1. 14-07-00: \$ 300.00

TOTAL \$ 300.00

E. HOSPITAL COSTS

1. 14-07-00: \$ 140.00

TOTAL \$ 140.00

F. MEDICATIONS

1. 01-01-2000 THROUGH

14-10-2000:

\$2126.36

TOTAL \$2126.36

G. SHIPPING & MAILING COSTS

1. 01-01-2000 THROUGH
05-07-2000:

\$ 231.00

2. 14-07-00: \$ 197.80

3. 10-09-00: \$ 78.19

TOTAL \$ 506.99

H. COMMUNICATION COSTS

1. 01-01-2000 THROUGH 14-10-2000
for Dr.'s Appointments, Progress and
Problem Calls, Pharmacy Calls, Work
Calls, etc.:

\$ 737.63

**I. GRAND TOTAL FOR OUT OF POCKET
EXPENSES 01-01-2000 THROUGH
14-10-2000:**

\$11,554.83

J. EXPENSES 01-11-1999 THROUGH 12-31-1999:

TOTAL \$24,309.16

EXPENSES 01-01-2000 THROUGH 14-10-2000:

TOTAL \$11,554.83

K. GRAND TOTAL FOR THE WRIT OF SUMMONS:

\$35,863.99

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 863 OF 2000

BETWEEN

DR HARVEY C. SLOCUM Jr

Plaintiff

AND

THE PROPRIETORS, STRATA PLAN #71

Defendant

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 and information required is omitted or given wrongly,

Delay may result in judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

THIS FORM MAY HAVE TO BE RETURNED

-
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

 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 judgement entered by the Plaintiff (*tick box*)
 YES

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for -
[Defendant in person]
Address for service:

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 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.

<p><i>Nelson & Company</i> <i>4th Floor, West Wind Building</i> <i>Harbour Drive</i> <i>P.O. Box 2075</i> <i>George Town</i> <i>Grand Cayman</i></p> <p><i>Phone: 949 9710</i></p>
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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 495 GT, Grand Cayman.

Notes for Guidance

1. The Defendant is required to complete an Acknowledgment of Service and return it to the Court's Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner), you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, an originating summons served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant issued 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Court's Office.