



judgement may be entered against you forthwith without further notice.

Issued this                    day of                    , 19   .

NOTE - This Writ may not be served later than 4 calendar months

**IMPORTANT**

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

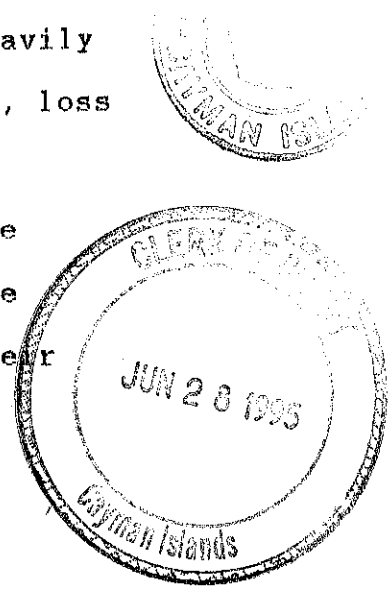


STATEMENT OF CLAIM

1. The Plaintiff was at all material times employed as a cleaner by the Defendant. She resides at George Town, Grand Cayman and is 60 years old.
2. The Defendant is an oil company, having its ordinary place of business at Jackson's Point Terminal, South Church Street, George Town, Grand Cayman.
3. The Plaintiff was employed for a period of 22 years as a cleaner by the Defendant, working 7:00am to 11:00am approximately 3 days per week at a weekly wage of CI\$150.00. Her duties included cleaning and vacuuming offices, cleaning toilets, kitchen area, dusting blinds, cleaning interior glass windows and doors etc.
4. In or about June, 1993 the Defendant, its servants or agents installed a metal threshold on the door between the warehouse and office section of the premises where the Plaintiff was working, which threshold protruded upwards some 2 inches or so, in order to prevent crabs from entering the office area.
5. The said metal threshold was fitted to the level floor where there is no step and because of its type and nature, was inherently dangerous, and constituted a hazard to the persons using the said premises and was not manufactured or intended for the purpose for which it was used.

6. On th 25th June, 1993 while the Plaintiff was going from the office section into the warehouse to collect her mop, she was tripped by the metal threshold flange and fell heavily on both knees and sustained serious personal injuries, loss and damage.

7. The Plaintiff's fall and her injuries, loss and damage resulting from the said fall were solely caused by the negligence and/or breach of duty of the Defendants their servants and/or agents.



PARTICULARS OF NEGLIGENCE

- (a) Failing to take any or any adequate precautions for the safety of the Plaintiff while she was engaged upon her duties;
- (b) Exposing the Plaintiff to a risk of damage or injury of which the Defendant, its servants or agents knew or ought to have known;
- (c) Causing or permitting the Plaintiff to walk over a floor surface which was in a dangerous condition;
- (d) Causing or permitting the floor to be and/or to remain in a dangerous and defective condition;
- (e) Failing to pay any or any sufficient heed to complaints about the condition of the floor.
- (f) In the circumstances, failing to provide a safe place of work for the Plaintiff and requiring the Plaintiff

to work in a place which was dangerous and unsafe and of which danger and unsafety, the Defendant, its servants or agents knew or ought to have known.

PARTICULARS OF INJURY

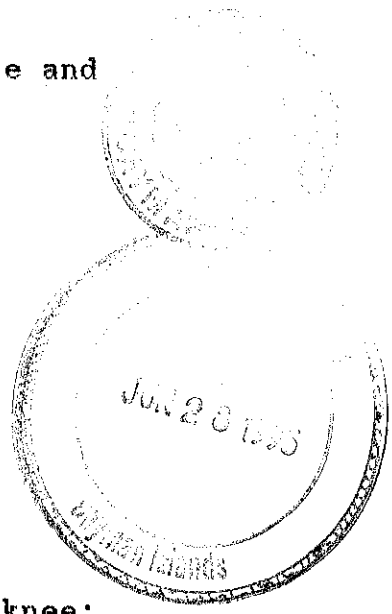
- (a) A chipped bone in left knee;
- (b) A torn ligament in left knee;
- (c) Internal derangement of the right knee;
- (d) A partial menisectomy of the left knee;
- (e) A broken fragment from the patella of the right knee;
- (f) The Plaintiff is unable to return to work.

7. The Plaintiff, as a result of these injuries is unable to work at the Defendant's premises or at her other evening job at CIBC Bank and she has thereby suffered loss and damage.

8. By reason of the Plaintiff's fall and the negligence of and the breach of duty of the Defendant, its servants and/or agents, in providing the Plaintiff with an unsafe and hazardous place of work, the Plaintiff has been seriously and permanently injured and has thereby been put to extreme expense and has suffered loss and damage.

PARTICULARS OF SPECIAL DAMAGE

- (a) Loss of earnings from Esso at the rate of \$150.00 per week from 25th June, 1993 to date and continuing (less amount received from ESSO) CI\$15,600.00  
(continuing)



(b) Loss of earnings - from CIBC at the rate of \$190.00 per week from 25th June, 1993 to date and continuing	\$19,760.00
(less amount received from ESSO)	(continuing)
(c) Medical Expenses to date	\$57,549.69
(less amount received from ESSO)	(continuing)

9. Further and/or alternatively, the Plaintiff entered the said premises owned and/or occupied by the Defendant under a contract with the Defendant and/or as an invitee for the purpose of carrying out her duties as a cleaner thereof. The Defendant was in the circumstances under duty to make the premises safe or alternatively under a duty to take reasonable care to prevent the Plaintiff from sustaining damage from unusual danger of the kind which the Defendant knew or ought to have known was present.

10. The Defendant was in breach of one or other or both of the aforesaid duties owed by it to the Plaintiff in that the said premises provided by the Defendant and in which the Plaintiff was required to carry out her work were not as safe as they could be made by reasonable care and skill and the presence of the threshold constituted an unusual danger of which the Defendant knew or ought to have known.

PARTICULARS

11. The Plaintiff repeats the particulars given under paragraph 7 hereof and the Plaintiff claims damages against the Defendant for the damage and loss sustained by her as a result of the Defendant's negligence and/or breach of duty to her as a person entering the said premises under a contract and/or as an invitee.

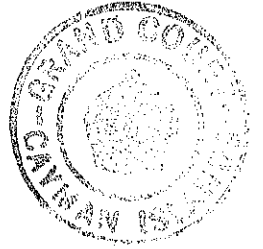
AND THE PLAINTIFF CLAIMS DAMAGES, INTEREST AND COSTS

Dated this 27<sup>th</sup> day of June, 1995

Brooks & Brooks

BROOKS & BROOKS  
Attorneys-At-Law  
for the Plaintiff

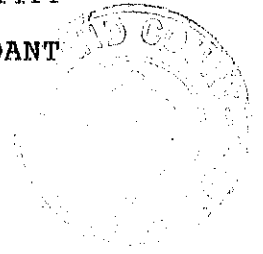
THIS WRIT WAS ISSUED by Brooks & Brooks Attorneys-At-Law for the Plaintiff whose address for service is 2nd Floor A.L. Thompson Building, P.O. Box 1355, George Town, Grand Cayman.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 19

BETWEEN: ELSIE BODDEN - PLAINTIFF
AND: ESSO STANDARD OIL S.A. LTD - 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

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 or principal office.

Brooks & Brooks  
Attorneys-at-Law  
P.O. Box 1355, G.T.,  
Grand Cayman

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 1995

- (a) Filed on behalf of the Plaintiff
- (b) Deponent - Bailiff
- (c) Affidavit: # 1
- (d) Sworn on:

BETWEEN: ELSIE BODDEN - PLAINTIFF  
AND: ESSO STANDARD OIL S.A. LTD - DEFENDANT

AFFIDAVIT OF SERVICE



I, \_\_\_\_\_, of George Town Grand

Cayman MAKE OATH AND SAY as follows:-

1. That I am a Bailiff of the Grand Court of George Town, Grand Cayman.
2. That on the \_\_\_\_\_ day of \_\_\_\_\_, 1995 I did personally serve on ESSO STANDARD OIL S.A. LTD the Defendant in this matter, a sealed copy of the Writ of Summons filed in this Cause by handing same to its representative at \_\_\_\_\_
3. That the said ESSO STANDARD OIL S.A. LTD, is known to me personally or was identified to me by \_\_\_\_\_

AND I MAKE this Affidavit in proof of service of due process  
upon the Defendant.

Sworn to at George Town  
Grand Cayman this  
day of                      , 1995  
before me

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BAILIFF OF THE COURT

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JUSTICE OF THE PEACE



Filed by Brooks & Brooks, Attorneys-at-Law for the Plaintiff  
whose address for service is 2nd Floor A.L. Thompson Building  
George Town Grand Cayman