

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN GRAND CAYMAN

BETWEEN
AND:

ALEXANDER NELSON
K COAST CONSTRUCTION LTD.

PLAINTIFF
DEFENDANT

CAUSE NO. 122 OF 2001-2

FEB 12 2002

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT: K COAST CONSTRUCTION LTD. Registered Office P.O. Box 30058 SMB, Grand Cayman, Cayman Islands.

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 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you 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 this 12 day of February 2002.

NOTE - This Writ may not be served later than 4 calendar 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. At all material times the Defendant, a construction company, was engaged in the construction of a development at or near to Red Bay known as Vista Caribe
2. At all material times the Plaintiff was employed by the Defendant as a carpenter's helper. The Plaintiff commenced working for the Defendant as a carpenter's helper in 1998.
3. On the morning of 20 February 1999 whilst carrying out his duties the Plaintiff and a fellow employee, Paul Reid, were carrying a piece of cement board. The Plaintiff was leading and Mr. Reid who was behind him slipped and dropped the board. The Plaintiff was left to carry the full weight of the board which is estimated to weigh about 105 lbs. As a result the Plaintiff suffered pain in his chest and shoulder which began to hurt. The Plaintiff immediately notified his supervisor of what had taken place and of the pain that he was in and the following day arrangements were made by the Defendant for the Plaintiff to attend a doctor where he received a full medical examination. The doctor ordered that the Plaintiff be given two weeks sick leave.
4. The Plaintiff returned to work two weeks later and commenced working which involved lifting and digging but found that his chest and shoulder began to hurt again. The pain appeared to be worse than before. The injury sight began to swell and became very painful. The Plaintiff went to the doctor again and each time the Defendant was notified of his condition. Each time the Plaintiff visited the doctor he was order to take sick leave.
5. In or about November 1999 following another incident of pain and sick leave, the Plaintiff was verbally advised by the manager, Mr. Jim Parham, that the company could not keep him employed as a result of the injury because they did not think he could handle the work. Since that time he continues to suffer from the injury that he sustained whilst on the job and although the Plaintiff is now doing similar work, he can only carry out light duties.
6. The accident was caused by:
 - a. the Defendant's negligence as particularised in paragraph 7; and/or
 - b. the negligence of the Defendant's officers, servants or agents as particularised in paragraph 7; and/or
 - c. the Defendant's breach of the statutory duty owed by it to the Plaintiff pursuant to section 56 of the Labour Law (1996 Revision) as particularised in paragraph 7
7. The Defendant, its officers, servants or agents were negligent in that:
 - a. They failed to take any or any action to see that the Plaintiff would be reasonably safe in using the premises.
 - b. Exposing the Plaintiff, whilst he was engaged upon the work, to a risk of danger or injury by failing to advise how to carry large objects around the worksite of which they knew or ought to have known.

- c. Failing to take any or any adequate precautions to ensure that there was in place an adequate and safe system of work for carrying work material around the site so that the employees would not suffer such injuries.
 - d. They failed to detect that there was not a safe system of work in place for carrying such material around the site.
 - e. They failed to provide a safe system if any on the worksite.
 - f. They failed to give any or any adequate warning to the Plaintiff or any other employee as to how to carry heavy material around the worksite.
 - g. In all the circumstances exposing the Plaintiff to a risk of injury of which they knew or ought to have known.
 - h. In the circumstances they failed to discharge the common duty of care to the Plaintiff in breach of the Act.
8. By reason of the matters aforesaid, the Plaintiff has suffered injury loss and damage and has been put to expense.

PARTICULARS OF SPECIAL DAMAGE

Date	Description	Costs (CIS)
November 1999	Loss of income at \$8.00 per hour per day	\$18,000.00

6. By reason of the matters aforesaid, the Plaintiff sustained personal injuries and has suffered loss and damage.

PARTICULARS OF INJURIES

The Plaintiff's date of birth is 1 August 1940 and is a Jamaican national but resides in the Cayman Islands for the last three years. The Plaintiff suffered an injury to the sterno clavicular joint of the left side. Further particulars, appear in the medical report of Dr. S. P. Gnanavolivu FRCS (Edin) dated 25 October 1999 and served herewith.

AND the Plaintiff claims

- (i) Damages
- (ii) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (iii) Costs



WOODWARD TERRY & COMPANY

THIS WRIT was issued by Clyde H. Allen whose address for service is Woodward Terry & Company, Attorneys-At-Law PO Box 822 GT, West Wind Building, Harbour Drive and Fort Street, Grand Cayman, Cayman Islands, BWI.

C.I. Health Services Department
P.O. Box 915
George Town
Grand Cayman
Cayman Islands, B.W.I.



Tel: (345) 949-8600
Fax: (345) 949-2998

OUR REF: #169113

October 25, 1999

K Coats Development Ltd.
P.O. Box 30058 SMB
Grand Cayman
Cayman Islands

MEDICAL REPORT
RE: NELSON ALEXANDER – DOB: 01.08.1940

Mr. Alexander who works as a carpenter sustained an injury to his left shoulder on the 20th of February 1999. Mr. Alexander and another worker were carrying a heavy wooden plank when the other person suddenly dropped the weight and he was left holding the heavy plank by himself. He felt some discomfort over the left front of the chest which became gradually worse the following day and he was seen and treated in Accident and Emergency Department at this hospital. Although he has been carrying his duties as a carpenter, he has difficulty in working because of the pain. The pain is mostly confined to the left sterno clavicular joint which is the inner end of the collarbone where it joins the breastbone, the sternum. It is quite prominent and tender. He has full range of movements in his neck and both shoulders, there is no evidence of infection and no other joints seem to be involved.

OPINION AND PROGNOSIS: Mr. Nelson Alexander appears to have sustained an injury to the sterno clavicular joint of the left side, as a result of the injury. The history of the injury is quite compatible with the nature of the injury. The sterno clavicular joint disruption which may cause a total dislocation or a partial dislocation (subluxation), although it can be painful with some restriction of shoulder movements, he appears to have full movements in the shoulder but has some difficulty with carrying heavy loads as well as with overhead activities. This should gradually resolve over a period of 2 to 3 months time and although he will have a permanent prominence of the joint as a result of disruption with of ligament holding the bones in place,

(Continued)

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K Coast Development Ltd.

October 25, 1999

Re: Nelson Alexander

there should be no long-term problems. There is a slight risk of arthritis developing because of the disruption to this joint. The incidence is reported to be about 20 to 30% in about 5 years time.

Treatment-wise, there is nothing to be done apart from symptomatically treating it for the relief of pain. Trying to reduce this dislocation will still leave it in an unstable situation and it will tend to recur in spite of restricting movements for 4 to 6 weeks time in a sling. The other options of surgical stabilization, although reported in the literature have not given good result and is not done generally.



Dr. S.P. Gnanavolivu, FRCS (Edin.)
Consultant Orthopaedic Surgeon

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. OF 2001

BETWEEN ALEXANDER NELSON PLAINTIFF

AND: K COAST CONSTRUCTION LTD. DEFENDANT

ACKNOWLEDGMENT 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 Judgment 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 a 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 judgment entered by the Plaintiff (*tick box*)

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

Address for service: (please see overleaf)

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.

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

C. H. Allen
Woodward Terry & Company
Attorneys-At-Law
PO Box 822 GT
West Wind Building
Harbour Drive and Fort Street
Grand Cayman
Cayman Islands

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