

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 912 of 2002

BETWEEN: BENTLEY REGINALD BROWN PLAINTIFF

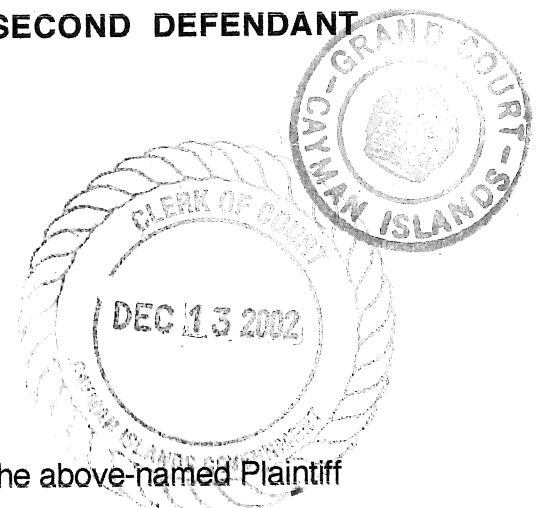
AND; ATTORNEY GENERAL OF THE CAYMAN ISLANDS  
FIRST DEFENDANT

AND; CAYMAN ISLANDS GOVERNMENT SECOND DEFENDANT

WRIT OF SUMMONS

TO; The Attorney General of the Cayman Islands  
Government Administration Building  
George Town  
GRAND CAYMAN

AND TO: Cayman Islands Government  
Government Administration Building  
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 13<sup>th</sup> day of December, 2002 .

**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 a resident of Cayman Brac and at the material time he was an employee of the Cayman Islands Government working with the District Administration's Public Works Department working inter alia as a grasscutter. He is 69 years old having been born on 9th April, 1933. At the time of the accident whereby the Plaintiff sustained personal injuries he was 66 years old.

2 The First Defendant is the Attorney General of the Cayman Islands who at the time of the said accident was responsible for prosecuting and defending all legal actions for and on behalf of the Second Defendant.

3 The Second Defendant is the Cayman Islands Government, who at the material time was the Plaintiff's employer.

4 The Plaintiff was employed by the Second Defendant in various capacities for a period in excess of 32 years, having retired from the employ of the Second Defendant on 31st July, 2002. At the material time, the Plaintiff was employed inter alia as a "grasscutter" by the Second Defendant. The Plaintiff was paid on a fortnightly basis and he earned CI\$1, 070.00 per fortnight. His duties included inter alia cutting the grass when it had grown long, in all public areas on the Brac, including but not limited to the sides of the public roads. In order to carry out his duties the Second Defendant provided the Plaintiff with an engine powered grasscutter/ mower which cut the grass by the rotation of a large blade located at the front of the power driven lawn mower.

5 On or about 16th December, 1999 whilst carrying out his duties and pursuant to an instruction by the Second Defendant's agent to cut the grass alongside of the main road in the South Side, Cayman Brac, whilst cutting the grass on the side of the South Side public road, with the engine powered grasscutter/mower provided by the Second Defendant for this purpose, a stone flew up as a result of contact with the grasscutter's/lawnmower's blade and hit the Plaintiff in the left eye and on the left eye's lid. As a result of the stone hitting the Plaintiff in the left eye he suffered personal injuries, loss and damage.

6 The Plaintiff's injuries, loss and damage resulting from the stone hitting him in the eye were solely caused by the negligence and/or breach of duty of the Second Defendant, their servants or agents.

## PARTICULARS OF NEGLIGENCE

(a) Failing to take any or any adequate precautions for the safety of the Plaintiff while he was engaged upon his duties.

(b) Failing to provide protective eye wear for the Plaintiff to wear whilst carrying out his duties.

(c) Exposing the Plaintiff to a risk of damage or injury of which the Second Defendant, their servants or agents knew or ought to have known;

(d) Causing the Plaintiff to cut the grass in an area which was in a dangerous condition;

(e) Causing or permitting the Plaintiff to work in an unsafe environment

(f) In the circumstances, failing to provide and/or maintain 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 Second Defendant, their servants or agents knew or ought to have known.

### **PARTICULARS OF INJURY**

- (a) Pupil sphincter rupture secondary to severe trauma to the left eye.
- (b) Central, anterior stromal scarring to approximately one half corneal thickness of the left eye with the scar being deeper at 2 o'clock position away from the visual axis.
- (c) Posterior vitreous detachment in the left eye.
- (d) Visual acuity in the left eye which has not improved beyond 20/70 with correction.
- (e) Significant visual acuity in the left eye which eye was, prior to the accident, the Plaintiff's main dominant and useful eye.
- (f) 70% loss of vision in the left eye due to the accident.
- (g) Significantly increased risk of premature cataract in the left eye.

8 The Plaintiff as a result of these injuries has had to commence wearing corrective eye-glasses. Prior to the accident the Plaintiff did not wear glasses. Surface eximer laser treatment surgery of the left eye has been recommended but the results cannot be guaranteed and the Plaintiff has not undergone same. Corneal transplant of the left eye has also been recommended although again the results cannot be guaranteed and there are significant associated complications. Consequently the Plaintiff has not undergone this surgery.

9 By reason of the Plaintiff's injuries and the negligence of and the breach of duty of the Second Defendant in providing an unsafe, hazardous and dangerous working environment, the Plaintiff has been seriously and permanently injured and has thereby been put to expense and has suffered loss and damage.

### **PARTICULARS OF SPECIAL DAMAGE**

- (a) Medical Expenses at the Cayman Islands Health Services Department to date (continuing) - to date these expenses have been paid by the Second Defendant.
- (b) Loss of Earnings - to date the Second Defendant has paid the Plaintiff the same earnings which he made prior to the accident, together with 14 days sick leave immediately after the accident.

**AND THE** Plaintiff says 'res ipsa loquitur'.

**AND THE PLAINTIFFS CLAIM:**

- (1) Damages
- (2) Statutory Interest
- (3) Costs

Dated this 13<sup>th</sup> day of December, 2002.

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

To: The Clerk of the Courts

**STATEMENT REGARDING INTEREST**

- (i) The prescribed rates of interest during the relevant period was 7% since December, 1999.
- (ii) The date from which interest is calculated is various dates between 16th December, 1999 and the date of issue of this Writ.

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

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CAUSE NO. of 2002

BETWEEN: BENTLEY REGINALD BROWN PLAINTIFF
AND; ATTORNEY GENERAL OF THE CAYMAN ISLANDS FIRST DEFENDANT
AND: CAYMAN ISLANDS GOVERNMENT 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 overleaf

(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