

(PRECEDENT STATEMENT OF CLAIM "C")

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN :

\*\*\*\*\* , \*\*\*\*\* and \*\*\*\*\*

Plaintiffs

and

\*\*\*\*\*HOSPITAL, DR. \*\*\*\*\* ,  
DR. \*\*\*\*\* , DR. \*\*\*\*\* ,  
\*\*\*\*\* , \*\*\*\*\*  
\*\*\*\*\* , \*\*\*\*\*  
\*\*\*\*\*

DR. J. DOE, NURSE J. DOE, \*\*\*\*\* , DR.\*\*\*\*\* and  
DR. \*\*\*\*\*

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date:

Issued by:

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Local Registrar

Address of Court Office: [393 University Avenue, 10<sup>th</sup> Floor](#)  
[Toronto, ON](#)  
[M5G 1E6](#)

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## C L A I M

1. The Plaintiffs claim:

A. AS TO THE PLAINTIFF, \*\*\*\*\*:

- (a) damages in the amount of \$1, 000, 000.00;
- (b) prejudgment interest pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (c) her costs of this action together with applicable Goods and Services Tax payable pursuant to the provisions of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;
- (d) such further and other relief as to this Honourable Court may seem just.

B. AS TO THE PLAINTIFF, \*\*\*\*\*:

- (a) damages in the amount of \$250, 000.00 pursuant to the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended;
- (b) prejudgment interest pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (c) his costs of this action together with applicable Goods and Services Tax payable pursuant to the provisions of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;
- (d) such further and other relief as to this Honourable Court may seem just.

C. AS TO THE PLAINTIFF, \*\*\*\*\*:

- (a) damages in the amount of \$250, 000.00 pursuant to the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended;
- (b) prejudgment interest pursuant to the provisions of the *Courts*

- (c) *of Justice Act*, R.S.O. 1990, c. C.43, as amended;  
her costs of this action together with applicable Goods and Services Tax payable pursuant to the provisions of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;
- (d) such further and other relief as to this Honourable Court may seem just.

2. The Plaintiff, \*\*\*\*\*, resides in the Town of Cobourg, in the Regional Municipality of Durham, in the Province of Ontario.
3. The Plaintiff, \*\*\*\*\*, resides in the Town of Cobourg, in the Regional Municipality of Durham, in the Province of Ontario, and is the spouse of the Plaintiff, \*\*\*\*\*. This Plaintiff brings this action pursuant to the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, for his pecuniary and non-pecuniary losses arising as a result of the injuries to \*\*\*\*\*.
4. The Plaintiff, \*\*\*\*\*, resides in the Town of Pickering, in the Regional Municipality of Durham, in the Province of Ontario, and is the daughter of the Plaintiff, \*\*\*\*\*. This Plaintiff brings this action pursuant to the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, for her pecuniary and non-pecuniary losses arising as a result of the injuries to \*\*\*\*\*.
5. The Defendant, \*\*\*\*\* Hospital, is a public hospital incorporated,

administered, and maintained in accordance with the provisions of the *Public Hospitals Act*, R.S.O. 1990, c. P.40, as amended. The Plaintiff, \*\*\*\*\* , has been a patient of and received treatment at \*\*\*\*\* Hospital periodically from on or about January 24, 2000 to August 2, 2000.

6. The Defendant, Dr.\*\*\*\*\* , (hereinafter referred to as “Dr. \*\*\*\*\*”) is a duly qualified medical practitioner, who at all material times carried on the practice of medicine in the City of Toronto in the Province of Ontario. Dr. \*\*\*\*\* was at all material times on the staff of and/or had privileges at \*\*\*\*\* Hospital and/or was a servant and/or agent and/or employee of the said hospital. Further, Dr. \*\*\*\*\* participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\* .
  
7. The Defendant, Dr.\*\*\*\*\* , (hereinafter referred to as “Dr. \*\*\*\*\*”) is a duly qualified medical practitioner, who at all material times carried on the practice of medicine in the City of Toronto in the Province of Ontario. Dr. \*\*\*\*\* was at all material times on the staff of and/or had privileges at \*\*\*\*\* Hospital and/or was a servant and/or agent and/or employee of the said hospital. Further, Dr. \*\*\*\*\* participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\* .
  
8. The Defendant, \*\*\*\*\* , (hereinafter referred to as “\*\*\*\*\*”) is a duly

qualified medical practitioner, who at all material times carried on the practice of medicine in the City of Toronto in the Province of Ontario. Dr.\*\*\*\*\* was at all material times on the staff of and/or had privileges at \*\*\*\*\* Hospital and/or was a servant and/or agent and/or employee of the said hospital. Further, \*\*\*\*\* participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\*.

9. The Defendants, nurses \*\*\*\*\* , were at all material times on the staff of and/or had privileges at \*\*\*\*\* Hospital and/or were servants and/or agents and/or employees of the said hospital. Further, the Defendant Nurses participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\*.

10. The Defendant, \*\*\*\*\* , is a public hospital incorporated, administered, and maintained in accordance with the provisions of the *Public Hospitals Act*, R.S.O. 1990, c. P.40, as amended. The Plaintiff, \*\*\*\*\* , has been a patient of and received treatment at \*\*\*\*\* periodically from on or about April 11, 2000 to June 6, 2000.

11. The Defendant, Dr. J. Doe, (hereinafter referred to as “Dr. Doe”) at all material times carried on the practice of medicine in and around the City of Toronto in the Province of Ontario. Dr. Doe was at all material times on the

staff of and/or had privileges at \*\*\*\*\* Hospital and/or was a servant and/or agent and/or employee of the said hospital. Further, or in the alternative, Dr. Doe was at all material times on the staff of and/or had privileges at \*\*\*\*\* and/or was a servant and/or agent and/or employee of the said hospital. Dr. Doe participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\*.

12. The Defendant, Dr. \*\*\*\*\*, (hereinafter referred to as “Dr. \*\*\*\*”) is a duly qualified medical practitioner, who at all material times carried on the practice of medicine in the Town of Cobourg, in the Province of Ontario. Dr. \*\*\*\* was at all material times on the staff of and/or had privileges at \*\*\*\*\* and/or was a servant and/or agent and/or employee of the said hospital. Further, Dr. \*\*\*\* participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\*.

13. The Defendant, \*\*\*\*\*, (hereinafter referred to as “\*\*\*\*”) is a duly qualified medical practitioner, who at all material times carried on the practice of medicine in the Town of Cobourg, in the Province of Ontario. \*\*\*\*\* was at all material times on the staff of and/or had privileges at \*\*\*\*\* and/or was a servant and/or agent and/or employee of the said hospital. Further, \*\*\*\*\* participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\*.

14. The Defendant, Nurse J. Doe, (hereinafter referred to as “Nurse Doe”) was at all material times on the staff of and/or had privileges at \*\*\*\*\* Hospital and/or was a servant and/or agent and/or employee of the said hospital. Further, or in the alternative, Nurse Doe was at all material times on the staff of and/or had privileges at \*\*\*\*\* and/or was a servant and/or agent and/or employee of the said hospital. Nurse Doe participated in the assessment, diagnosis, care and treatment of the Plaintiff, \*\*\*\*\*.
15. On or about the 6<sup>th</sup> day of November, 1999, the Plaintiff, \*\*\*\*\* , was admitted to \*\*\*\*\* in \*\*\*\*\* where she presented with a gastro-intestinal bleed. At or about that time she was diagnosed with a large epigastric mass or leiomyoma of the stomach and was later referred to Dr. \*\*\*\*\* at \*\*\*\*\* Hospital for consultation. On or about January 5, 2000, Dr. \*\*\*\*\* determined that a total gastrectomy would be required.
16. Following the initial consultation with Dr. \*\*\*\*\* , \*\*\*\*\* was admitted to \*\*\*\*\* Hospital on or about the 11<sup>th</sup> day of February, 2000 for total gastrectomy surgery. The surgery was performed by Dr. \*\*\*\*\* , Dr. \*\*\*\*\* , \*\*\*\*\* . Nurses \*\*\*\*\* and Doe assisted in the surgery.



17. The surgical pathology report revealed that the tumour was a gastrointestinal stromal tumour described as low risk based on its gastric origin and low mitotic count. No malignancy or pathology was reported in nearby organs and lymph nodes.
18. Following the February 11, 2000 surgery, \*\*\*\*\* remained at \*\*\*\*\* for post-operative care and advancement of her diet until approximately February 22, 2000, at which time she was discharged home.
19. Dr. \*\*\*\*\* saw \*\*\*\*\* in follow-up on or about March 9, 2000. At that time, \*\*\*\*\* complained of post-operative light-headedness, dizziness and depression. Dr. \*\*\*\*\* concluded that there was no evidence of any postoperative complications.
20. On or about March 9, 2000, \*\*\*\*\* began to experience diarrhea, excruciating abdominal pain, nausea, vomiting, an inability to eat, an inability to eliminate, drastic weight loss, severe dizziness with resulting falls, difficulty sleeping, low energy level, severe psychiatric disturbance, including depression and hallucinations, and general failure to thrive.
21. On account of the aforementioned symptoms and conditions, \*\*\*\*\* attended at the \*\*\*\*\* emergency department on March 27, 2000. She was treated with intravenous nutrition and discharged

later that day.

22. \*\*\*\*\* was again admitted to \*\*\*\*\* with symptoms similar to those described above in paragraph 19 on or about April 11, 2000. At that time, she was diagnosed with severe hypotension and anaemia and was treated by Dr. \*\*\*\*\* and Nurse Doe. She underwent a blood transfusion on or about April 17, 2000 and an ultrasound on or about April 18, 2000 but no gross abdominal masses or other pathology were noted.
23. \*\*\*\*\* was discharged from \*\*\*\*\* on or about April 18, 2000. Following discharge, she required home nursing support. Further, psychiatric intervention to treat her depression and sleep difficulties was attempted but was not successful.
24. On or about May 19, 2000, \*\*\*\*\* suffered an episode of syncope with suspected seizure activity and was transported to \*\*\*\*\* by ambulance where she was treated by Dr. \*\*\*\*\*, Dr. Doe. and Nurse Doe. Upon arrival at hospital, \*\*\*\*\*' haemoglobin was noted to have reverted to the pre-transfusion level and she was hypotensive. She further presented with massive weight loss and complained of peri-rectal pain, loose bowel movements, depression, severe light-headedness, poor appetite and repeated falls at home.

25. Following \*\*\*\*\*' May 19, 2000 admission to hospital, Dr. \*\*\*\*\*and Dr. Doe prescribed medication to increase her blood pressure and nasal jejunal feeding was commenced. Notwithstanding, \*\*\*\*\*' condition continued to worsen. In particular her haemoglobin and serum albumin continued to fall to dangerous levels. Her haemoglobin level continued to fall and her albumin level failed to improve, even after further transfusions. Further, a urine culture revealed the presence of E. coli.
  
26. \*\*\*\*\* remained at \*\*\*\*\* from approximately May 19, 2000 to June 6, 2000, at which time she was referred to Dr. \*\*\*\*\*, who agreed to take her in transfer to \*\*\*\*\*.
  
27. On or about June 6, 2000, \*\*\*\*\* was admitted to \*\*\*\*\* where a CT scan revealed the presence of a large intra peritoneal abscess. Other tests revealed bilateral pleural effusions and pulmonary edema.
  
28. Due to concerns that the abscess could be ruptured, \*\*\*\*\* was taken into the operating room on June 10, 2000 for an exploratory laparotomy. Investigation revealed a large anaerobic-like abscess surrounded by smelly puss indicative of peritonitis. When the puss was drained, the surgeons identified the presence of a green surgical towel or sponge left behind during the previous surgery which took place on or about February 11, 2000.

Numerous other abscesses were also discovered around the small bowel. As a result, \*\*\*\*\* was required to undergo resection of this area and an excision of the enteroanastomosis. Additionally, reconstruction of the jejunal anastomosis was required and drains were implanted.

29. Given the presence of severe infection and the complex nature of the remedial surgery, \*\*\*\*\* was required to remain in the intensive care unit for approximately one week and remained in hospital until August 2, 2000 during which period she suffered intense pain requiring administration of morphine, depression and panic attacks. She also underwent numerous medical tests and procedures as well as nasogastric and intravenous feeding.
  
30. As a result of the Defendants' negligence and/or breach of contract and/or medical malpractice, the Plaintiff, \*\*\*\*\*, has suffered from a life-threatening condition and continues to suffer from great pain and suffering and profound physical and emotional shock. \*\*\*\*\* suffers from abdominal pain, fatigue, weakness, depression, post-traumatic stress disorder, hallucinations, mental incapacity and severe cognitive impairments. \*\*\*\*\*' enjoyment of life has been irretrievably lessened and her ability to function independently and to maintain her home has been and remains permanently impaired. Further, her prognosis is uncertain.

31. As a further result of the aforementioned casualty, the Plaintiff, \*\*\*\*\*, has been required to ingest medications including morphine and antibiotics and to use a walker. This Plaintiff has been put to medical, hospital, health care, and other out-of-pocket expenses, the full details of which are not available at the time of the issuance of this Statement of Claim. This Plaintiff undertakes to provide full particulars of the out-of-pocket expenses claimed prior to the trial of this action.
32. As a result of the casualty aforementioned, the Plaintiffs, \*\*\*\*\* and \*\*\*\*\*, have been deprived of the guidance, care and companionship normally provided by the Plaintiff, \*. \*\*\*\*\* and \*\*\*\*\* claim damages for the loss of past and future care, guidance and companionship pursuant to the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended. These Plaintiffs have also provided and/or paid for nursing, housekeeping, transportation, and other services and assistive devices to and for \*\*\*\*\* and consequently are entitled to compensation for the value and the cost of services performed. These Plaintiffs undertake to provide full particulars of the out-of-pocket expenses claimed prior to the trial of this action.
33. The Plaintiffs state that the casualty aforementioned was caused by the joint and/or several negligence and/or breach of contract and/or medical malpractice and/or hospital malpractice of the Defendants jointly or severally,

the particulars of which are as follows:

A. AS TO THE DEFENDANT, \*\*\*\*\* HOSPITAL:

- (a) they failed to maintain adequate care, attention and supervision of \*\*\*\*\* when they knew or ought to have known that such care, attention and supervision were mandatory in the circumstances;
- (b) they failed to provide proper surgical care for \*\*\*\*\*;
- (c) they allowed Dr. \*\*\*\*\*, Dr. \*\*\*\*\* and Dr. Doe to perform surgery on \*\*\*\*\* when they knew or ought to have known that such operative and post-operative treatment was beyond their expertise;
- (d) they failed to employ proper surgical procedures and/or instrument and towel counts as required in the circumstances;
- (e) they failed to provide proper or any post-operative care for \*\*\*\*\*;
- (f) they failed to provide proper or any nursing care for \*\*\*\*\*;
- (g) they failed to provide proper or any medical attention for \*\*\*\*\*;
- (h) they failed to employ competent servants, agents and employees, specifically doctors and nurses, to care for \*\*\*\*\*;
- (i) in the treatment rendered to \*\*\*\*\* , they fell below the reasonable standard of care required of competent health care professionals in the circumstances.

B. AS TO THE DEFENDANTS, DR. \*\*\*\*\*, DR. \*\*\*\*\*, AND DR. DOE, FOR WHOSE NEGLIGENCE, BREACH OF CONTRACT AND MEDICAL MALPRACTICE THE DEFENDANT, \*\*\*\*\* HOSPITAL IS IN LAW RESPONSIBLE:

- (a) they carried out the February 11, 2000 surgery in such a

manner that a surgical towel or sponge was left in  
\*\*\*\*\*' abdominal cavity;

- (b) in carrying out the February 11, 2000 surgery, they failed to take reasonable care;
- (c) they failed to employ proper, prudent, and adequate surgical techniques in the circumstances;
- (d) they negligently performed the February 11, 2000 surgery;
- (e) they negligently failed to remove the surgical towel or sponge from \*\*\*\*\*' abdominal cavity;
- (f) they failed properly to supervise the nurses charged with removal and counting of the instruments, towels and sponges;
- (g) they could have and should have seen the surgical towel or sponge remaining in \*\*\*\*\*' abdominal cavity and she could have and should removed it before concluding the February 11, 2000 surgery;
- (h) they failed to carry out a proper instrument and towel/sponge count;
- (i) they could have and should have ensured that all surgical tools, towels and sponges were accounted for before concluding the February 11, 2000 surgery;
- (j) they failed adequately to supervise, maintain, and review the condition of \*\*\*\*\* during and following the surgery;
- (k) they were incompetent physicians and surgeons lacking in reasonable skill and self-command necessary to carry out surgical procedures on \*\*\*\*\*;
- (l) in carrying out the February 11, 2000 surgery, they failed to take reasonable care to prevent injury to \*\*\*\*\*;
- (m) they failed to follow proper procedures in carrying out the February 11, 2000 surgery;
- (n) they failed to use all due care and skill in the treatment of \*\*\*\*\*.

- (o) they failed to use all due care and skill throughout the preoperative, operative and post-operative periods;
- (p) they permitted the discharge of \*\*\*\*\* when they knew or ought to have known that \*\*\*\*\*' condition required further medical and/or surgical attention;
- (q) they failed properly to follow the condition of \*\*\*\*\* post-operatively and therefore failed to detect the surgical towel as quickly as they should have;
- (r) they failed to use due care and skill during the hospitalization of \*\*\*\*\*;
- (s) in the treatment rendered to \*\*\*\*\* , they fell below the standard of care required of competent physicians and surgeons in the circumstances.

C. AS TO THE DEFENDANTS, NURSES \*\*\*\*\* AND NURSE DOE, FOR WHOSE NEGLIGENCE, BREACH OF CONTRACT AND MEDICAL MALPRACTICE THE DEFENDANTS, \*\*\*\*\*HOSPITAL AND/OR DR. \*\*\*\*\* ARE IN LAW RESPONSIBLE:

- (a) they were present and were parties to the negligence which permitted a surgical towel or sponge to be left in the Plaintiff, \*\*\*\*\*' abdominal cavity during the February 11, 2000 surgery;
- (b) they failed to ensure that the surgical towel or sponge was removed from \*\*\*\*\*' abdominal cavity;
- (c) they could have and should have seen the surgical towel remaining in \*\*\*\*\*' abdominal cavity and they could have and should have advised Dr. \*\*\*\*\* of its presence;
- (d) they failed to carry out a proper instrument and towel or sponge count;
- (e) they failed to use all due care and skill throughout the preoperative, operative and post-operative periods;
- (f) they were incompetent nurses lacking in reasonable skill and



self-command necessary to assist in the surgical procedures carried out on \*\*\*\*\*;

- (g) in assisting with the surgical procedure, they failed to take reasonable care to prevent damage to \*\*\*\*\*;
- (h) they failed to follow proper procedures in assisting with the February 11, 2000 surgery;
- (i) they failed to use due care and skill in the treatment of \*\*\*\*\*;
- (j) they failed to use due care and skill during the hospitalization of \*\*\*\*\*;
- (k) in the treatment of \*\*\*\*\* they fell below the reasonable standard of care required of competent health care professionals in the circumstances.

D. AS TO THE DEFENDANT, \*\*\*\*\*:

- (a) they failed to maintain adequate care, attention and supervision of \*\*\*\*\* when they knew or ought to have known that such care, attention and supervision were mandatory in the circumstances;
- (b) they failed to provide proper or any post-operative care for \*\*\*\*\*;
- (c) they failed to provide proper or any nursing care for \*\*\*\*\*;
- (d) they failed to provide proper or any medical attention for \*\*\*\*\*;
- (e) they failed to employ competent servants, agents and employees, specifically doctors and nurses, to care for \*\*\*\*\*.

E. AS TO THE DEFENDANTS, DR. \*\*\*\*\* AND DR. DOE FOR WHOSE NEGLIGENCE, BREACH OF CONTRACT AND MEDICAL MALPRACTICE THE DEFENDANT, \*\*\*\*\* IS IN LAW RESPONSIBLE:

- (a) they failed adequately to supervise, maintain and review \*\*\*\*\*' condition;
- (b) they failed to use all due care and skill throughout the periods of \*\*\*\*\*' admission to \*\*\*\*\*;
- (c) in the treatment rendered to \*\*\*\*\* , they fell below the standard of care required of competent physicians in the circumstances;
- (d) they were incompetent physicians lacking in reasonable skill and self-command necessary to assess, diagnose and treat \*\*\*\*\*.
- (e) they failed to follow proper procedures in assessment, diagnosis, care and treatment of \*\*\*\*\*;
- (f) they failed adequately to respond to changes in the condition of \*\*\*\*\*;
- (g) they permitted the discharge of \*\*\*\*\* from hospital when they knew or ought to have known that her condition required further medical and/or surgical attention;
- (h) they failed properly to follow the condition or order appropriate tests of \*\*\*\*\* and therefore, failed to detect the presence of the surgical towel or sponge;
- (i) they continued to treat \*\*\*\*\* when they knew or ought to have known such treatment was beyond their expertise.

F. AS TO THE DEFENDANT, NURSE DOE, FOR WHOSE NEGLIGENCE, BREACH OF CONTRACT AND MEDICAL MALPRACTICE THE DEFENDANT, \*\*\*\*\* AND/OR DRS. \*\*\*\*\* ARE IN LAW RESPONSIBLE:

- (a) s/he failed adequately to supervise, maintain and review \*\*\*\*\*' condition;
- (b) s/he failed to use all due care and skill throughout the periods of \*\*\*\*\*' admission to \*\*\*\*\*;
- (c) in the treatment rendered to \*\*\*\*\* , s/he fell below

the standard of care required of competent health practitioners in the circumstances;

- (d) s/he was an incompetent health practitioner lacking in reasonable skill and self-command necessary to assess, diagnose and treat \*\*\*\*\*;
- (e) s/he failed to follow proper procedures in assessment, diagnosis, care and treatment of \*\*\*\*\*;
- (f) s/he failed properly to follow the condition of \*\*\*\*\*;
- (g) s/he failed to provide proper or any nursing care for \*\*\*\*\*;
- (h) s/he failed to maintain adequate care, attention and supervision of \*\*\*\*\* when s/he knew or ought to have known that such care, attention and supervision were mandatory in the circumstances.

34. The Plaintiffs further state that at all material times \*\*\*\*\* was under the care, custody and control of the Defendants and their servants, agents and employees. The Plaintiffs therefore plead and rely upon the doctrine of law known as *res ipsa loquitur* against any and all the Defendants.

The Plaintiffs propose that this action be tried at [the City of Toronto](#).

Date:

**BOGOROCH & ASSOCIATES**

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Solicitors for the Plaintiffs

\*\*\*\*\*et al.

and \*\*\*\*\* et al.

Plaintiffs

Defendants

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
Proceeding commenced at **Toronto**

**STATEMENT OF CLAIM**

*(Form 14A under the Rules)*

*LexWrite Document Preparation Software*  
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