

Q.B. NO. 18 OF 2013

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF SWIFT CURRENT

BETWEEN:

MURRAY SHADBOLT

PLAINTIFF

AND:

NEWELL RUBBERMAID INC.

DEFENDANT

NOTICE TO DEFENDANT

1. The Plaintiff may enter judgment in accordance with this Statement of Claim or such Judgment as may be granted pursuant to the Rules of Court, unless:

within 20 days if you were served in Saskatchewan

within 30 days if you were served elsewhere in Canada or in the United States of America

within 40 days if you were served outside Canada and the United States of America

(excluding the date of service) you serve a Statement of Defence on the Plaintiff and file a copy thereof in the office of the Local Registrar of the Court for the Judicial Centre above named.

2. In many cases a Defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every Defendant should consult his lawyer as to his rights.
3. This Statement of Claim is to be served within six months from the date on which it is issued.
4. This Statement of Claim is issued at the above named Judicial Centre the 25 day of March, 2013.

(Seal)

NIKKI BARLOW

Local Registrar

STATEMENT OF CLAIM

THE PARTIES

1. The Plaintiff, **MURRAY SHADBOLT**, is an individual resident in the Town of Shaunavon, in the Province of Saskatchewan.
2. The Defendant, **NEWELL RUBBERMAID INC.**, is a corporation having a head office in the State of Illinois in the United States of America.

BACKGROUND FACTS

3. On March 25, 2011, the Plaintiff was using a portable torch manufactured by the Defendant (the "Torch") in a residence located at 492 2nd Street West, Shaunavon, Saskatchewan.
4. The Torch in question, as manufactured by the Defendant, is a BernzOmatic Model TS4000, and was purchased by the Plaintiff in a kit, which also included the tank, which was attached to the Torch and used at the relevant time of March 25th, 2011.
5. After the Plaintiff ignited the Torch, a flame emerged between the connection of the tank and the head of the Torch.
6. The Plaintiff instructed Sandy McKellar, who was assisting the Plaintiff and was holding the Torch, to lay the Torch down on some towels that had been set out, and the trigger was immediately released. Upon releasing the trigger, the flame did not extinguish. The flame was not coming out of the nozzle of the Torch, but rather at the joint between the Torch and the Tank.
7. The flame continued to come out of the Torch until such time that the tank attached to the Torch exploded, causing injury to the Plaintiff along with others and caused considerable damage to the dwelling.
8. The Plaintiff specifically suffered first-degree burns, a concussion, hearing loss, and post-traumatic stress disorder.

PLAINTIFF'S CLAIM AGAINST THE DEFENDANT

9. The Plaintiff claims that the Defendant is liable as a result of product failure in the Torch manufactured by Defendant, and claims against the Defendant for his injuries and continued medical expenses as a result of said product failure.
10. Specifically, the Plaintiff claims for the continued requirement of hearing aids, which the Plaintiff expects to require for the rest of his life, as well as additional cognitive issues as a result of the concussion, and Post Traumatic Stress Disorder symptoms brought on by the explosion.
11. The Plaintiff additionally claims against the Defendant for expenses and loss of income as a result of the injuries sustained by the Plaintiff.

PRAYER FOR RELIEF

12. The Plaintiff therefore claims the following:
 - a) Non-pecuniary damages for pain and suffering and residual effects of the injuries and loss of enjoyment of life;
 - b) Damages for the cost of future medical supplies and care in the amount to be proven at trial;
 - c) Special damages in the amount, as yet, undetermined that shall be proven at trial;
 - d) An award sufficient to satisfy any obligations to pay any Goods and Services Tax and/or Provincial Sales Tax in the amount awarded to the Plaintiff; and
 - e) Interest on all amounts awarded in accordance with *The Pre-Judgment Interest Act*, costs and such further other relief as this Honorable Court may allow.

DATED at the City of Swift Current, Province of Saskatchewan, this 25th day of March, 2013.

ANDERSON & COMPANY

Per: _____

Solicitors for the Plaintiff

This **Statement of Claim** was delivered by:

ANDERSON & COMPANY

BARRISTERS AND SOLICITORS

51 – 1ST AVENUE N.W.

SWIFT CURRENT SK S9H 0M5

Lawyer in charge of file: **Joel P. Friesen**

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