

33. Plaintiff was injured during the course of transacting his business on said day.
34. The explosion caused by Defendant was the direct proximate cause of injuries sustained by Plaintiff.
35. This breach of warranty of habitability that caused personal injury constitutes an unfair trade practice under the G.L. Ch. 93A.


COUNT V-LOSS OF CONSORTIUM

36. Plaintiff adopts and realleges all preceding paragraphs.
37. By reason of defendants' negligence, plaintiff's father has become injured and disabled, and has been severely and permanently injured. In consequence of these injuries, plaintiff, a dependent minor child, has been deprived of the support, society and companionship of his father, and his comfort and happiness have been impaired, and this deprivation and impairment will necessarily continue for a long time into the future, all to plaintiff's damage.

Wherefore, Plaintiff demands judgment against defendant's jointly and severally in an amount to be determined by the court together with his interest, costs and disbursements here in, treble damages, attorney fees, and such other and further relief as this court may deem meet and appropriate.

Plaintiff demands trial by jury.

Dated: April 23, 1991


Alan J. Pransky
133 East Street
Suite 304
Dedham, MA 02026
BOBO 405360

COUNT III-LANDLORD-TENANT

COVENANT OF QUIET ENJOYMENT

21. Plaintiff adopts and realleges all preceding paragraphs.
22. At all times relevant, Plaintiff was a tenant either defendant Ber-Giam Inc. or Defendants Giammarco and Berry, Trustee of Ber-Giam Realty Trust.
23. The landlord-tenant relationship created an implied covenant of quiet enjoyment.
24. A landlord has a duty not to endanger his tenants.
25. Defendants breached said covenant by permitting an explosion to occur.
26. Defendants breached said covenant by allowing the storage of hazardous and flammable materials in close proximity to Plaintiff.

COUNT IV-WARRANTY OF HABITABILITY

VIOLATION OF CHAPTER 93A

27. Plaintiff adopts and realleges all preceding paragraphs.
28. On said date, Defendants, Ber-Giam, Inc. and Trust, was engaged in the conduct of trade or commerce of leasing commercial real estate.
29. The lease of commercial real estate to Plaintiff contained a warranty of habitability.
30. Plaintiff allowed an explosion to occur on the premises of 106 Washington St., Dedham, MA.
31. Defendant breached the warranty of habitability by failing to maintain premises in safe manner.
32. Defendant engaged in a deceptive act or practice by causing explosion to occur.

6. Kristen Flanagan is the daughter of Thomas Shay.

COUNT 1- NEGLIGENCE

7. On October 30, 1987, the Plaintiff was on property located at 106 Washington Street in Dedham, MA.

8. On said date, the Defendants negligently and carelessly caused an explosion.

9. Defendants had a duty not to endanger Plaintiff.

10. Defendants breached their duty to Plaintiff by carelessly causing said explosion.

11. At the time of this explosion, Plaintiff was in the immediate vicinity of the explosion.

12. As a result of the blast, the Plaintiff suffered serious injuries.

13. As a result of these injuries, Plaintiff was prevented from transacting his business

14. Plaintiff suffered great pain of body and mind.

15. Plaintiff incurred expenses for medical attention.

COUNT II-STRICT LIABILITY

16. Plaintiff adopts and realleges all preceding paragraphs.

17. Explosions constitute an abnormally dangerous activity.

18. The escaping concussion of the explosion caused Plaintiff to suffer injuries.

19. As a result of the abnormally dangerous nature of this explosion, Plaintiff suffered injuries.

20. As a result of the abnormally dangerous nature and activity of causing explosions, Defendant is strictly liable to Plaintiff for injuries and losses he sustained.