

CAUSE NO. SC ⁰⁰²⁴ OF 2017

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN:

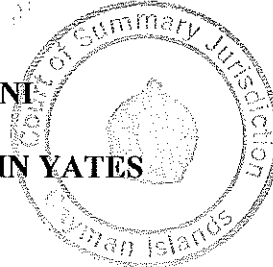
CRISTIANO VINCENTINI

PLAINTIFF

AND:

ANDREW MCLAUGHLIN YATES

DEFENDANT



PLAINT



To the Defendant at:

Four Winds Esso Service Centre, West Bay
Grand Cayman

THIS PLAINT 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 service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

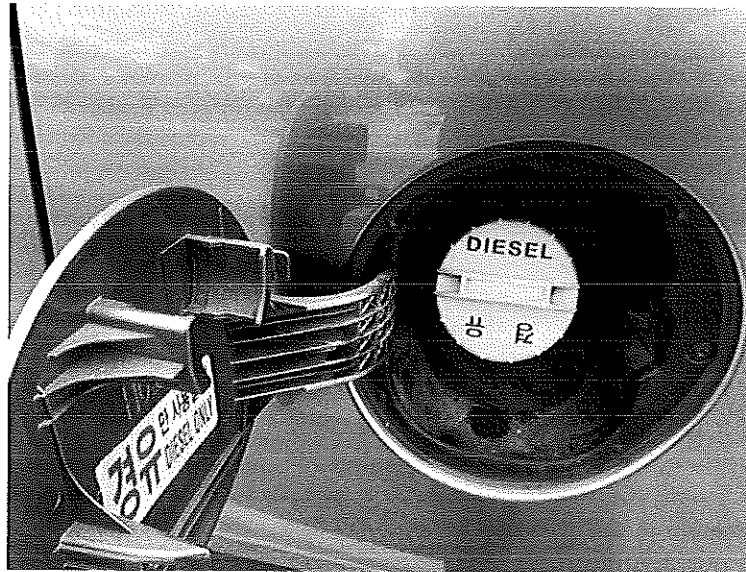
If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgement** without any further notice to you.

Issued this 6th day of February, 2017.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is the owner of a Kia Sorrento motorcar registration number 169260 (“the Vehicle”).
2. The Defendant is the operator of a fuel service station and convenience store known as the Four Winds Esso Service Centre. At all material times the Defendant held a Trade & Business License numbered 20881 licensing him to carry on the business of a service station with convenience store.
3. Four Winds Service Center is located at 3 Four Winds Road, West Bay, Grand Cayman.
4. At approximately 2 PM on October 12, 2016 the Plaintiff's wife (“Mrs Vincentini”) drove the Vehicle into the Four Winds Esso Service Centre in order to refuel it.
5. On stopping the Vehicle at pump numbered 1 a uniformed attendant asked Mrs. Vincentini if she wanted regular or premium fuel. Mrs. Vincentini replied that she wished to have regular fuel. The said attendant then refueled the Vehicle.
6. After filling the Vehicle the said attendant took Mrs. Vincentini’s debit card from her and charged her account for the fuel provided by the attendant. The attendant then returned to Mrs. Vincentini with the receipt which Mrs. Vincentini signed and returned to the attendant. Mrs. Vincentini did not leave the Vehicle while it was at the Defendant’s service centre neither did she supervise the refueling of the Vehicle.
7. Mrs. Vincentini then drove the Vehicle away from Four Winds Esso Service Centre and drove south along the West Bay road. In the vicinity of the Seafire Kimpton hotel the Vehicle started to misfire and then came to a standstill.
8. The Plaintiff arranged for the Vehicle to be towed to Excite Motors Ltd. who inspected it and found the problem to be that the Vehicle had been filled with gasoline (the Vehicle having a diesel engine).
9. The damage caused to the Vehicle was caused by the Defendants’ employee (the uniformed attendant) who negligently filled the Vehicle with gasoline instead of diesel fuel.
10. The fuel filler of the Vehicle (a picture whereof appears below) clearly indicates *Diesel Only*. Despite the clear wording in English and that the fuel filler cap is yellow (the conventional colour for diesel fuel) the Defendant's employee filled the Vehicle with gasoline.



11. In the premises the loss and damage suffered by the Plaintiff was caused by the negligence of the Defendant's employee.

PARTICULARS OF LOSS

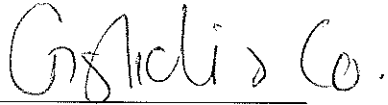
Towing charges	\$ 125.00
Emptying fuel tank and cleaning fuel system	\$ 531.00
Cost of petrol supplied by attendant	\$ 58.00
Cost of replacing fuel injection pump	\$3,195.00
	\$3,909.00

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT

1. Payment of the said sum of CI\$3,909.00;
2. Interest on the principal sum of CI\$714.00 at the statutory rate of $2\frac{3}{8}$ % per annum to the date of issue of these proceedings in the sum of CI\$4.65 and interest continuing until payment at the daily rate of CI\$0.05;
3. Interest on the principal sum of CI\$3,195 at the statutory rate from judgement to the date of payment (interest accruing at the daily rate of CI\$0.21).

4. Fixed costs of CI\$300.00 together with the issue fee for these proceedings of CI\$25.00 and Process Server's costs.

Dated the 6th day of February, 2017.



GIGLIOLI & COMPANY

Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant of Four Winds Service Center, West Bay, Grand Cayman.