

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 31 OF 2017

BETWEEN:

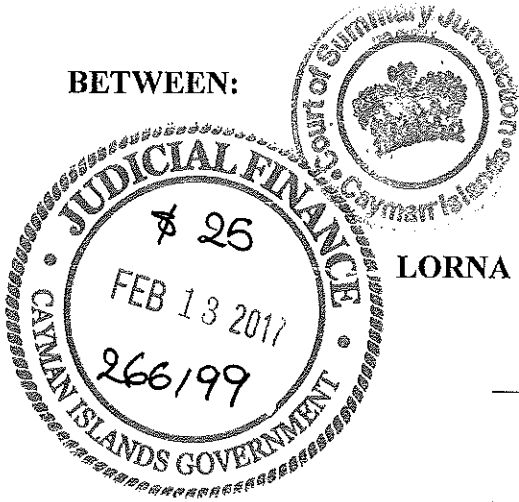
MARY BROADHURST

Plaintiff

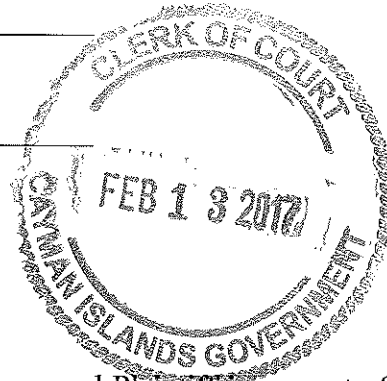
-AND-

LORNA KATHERINE VAN DEN BROEK

Defendant



PLAINT



TO: LORNA KATHERINE VAN DEN BROEK  
473 Northwest Point Road Unit 7  
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 the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

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

Issued this 13<sup>th</sup> day of February 2017

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

**See overleaf for particulars of the Plaintiff's claim**

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## PARTICULARS OF CLAIM

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1. The Plaintiff resides at 736 Yacht Drive, West Bay, Grand Cayman and the owner of the 2006 Mercedes Benz motor vehicle with the registration MARY K.
2. The Defendant resides at 473 North West Point Rd 7, West Bay, Grand Cayman. The driver of the 2003 Lincoln Navigator motor vehicle with the registration 161659.
3. On or about 23 January 2015 the Plaintiff drove to Morgan's Harbour restaurant near Yacht Club and parked her vehicle, registration MARY K, in the designated parking. At approximately 6:30 PM the Defendant collided into the Plaintiff's stationary vehicle while leaving the premises.
4. The incident was caused by the Defendant's negligence and breach of duty, including statutory duty pursuant to section 67 and 68 of the Traffic Law (2011 Revision).

### PARTICULARS OF NEGLIGENCE, BREACH OF DUTY AND CARELESSNESS

- a. Failure to exercise due care and attention when using a vehicle;
  - b. Failure to have due regard to other vehicles in the surrounding area;
  - c. Failure to drive in such a manner as to have full control of the vehicle at all times;
  - d. Failed to reasonably notify the Plaintiff or anyone of damage caused;
  - e. Driving in a manner which was not safe in all circumstances;
  - f. Driving the vehicle so as to collide with the Plaintiff's vehicle;
  - g. Failing to keep any or any proper look out;
  - h. Failed to see the Plaintiff's vehicle in sufficient time to avoid colliding with it or at all;
  - i. Colliding with the Plaintiff's vehicle;
  - j. Failing to stop, swerve, slow down or otherwise avoid the accident;
  - k. Failing to manage the vehicle so as to be able to stop within limit of the vehicle;
  - l. Failed to exercise reasonable skill and care as should be expected of a reasonably skillful and careful driver;
  - m. Was otherwise in breach of sections 67 and 68 of the Traffic Law (2011 Revision).
5. By reason of the aforementioned the Plaintiff suffered damage, inconvenience and expense.

### PARTICULARS OF DAMAGE

6. On or about 16 March 2015 the Plaintiff paid CI\$1,000.00 to CARS LTD, Campbell's Auto Repairs & Sales, on 117 N. Sound Road to repair the damage caused to the vehicle on or about 23 January 2015.
7. The Plaintiff made demand for repayment of the damage caused by letter dated 29 March 2016 sent from the Plaintiff's attorneys to the Defendant. The Plaintiff is owed CI\$1,045.71 for non-payment which is comprised of principal of CI\$1,000.00 and interest of CI\$45.71.
8. The Defendant has failed to respond to the request for repayment.

9. In the circumstances the Plaintiff's claim is for the sum of CI\$1,000.00; interest to the date of demand of CI\$45.71; interest on principal at the rate of 2.38% per annum the judicial rate continuing from the date of demand until all sums outstanding are paid in full; and costs.

**AND THE PLAINTIFF CLAIMS:**

- A. Damages for negligence and breach of duty (including statutory duty);
- B. Pre-judgment interest at the judicial rate of 2.38% per annum from 16 March 2016 until the date of Judgment;
- C. Post-judgment interest at the judicial rate of 2.38% per annum from date of Judgment until payment is paid in full;
- D. Costs;
- E. Such other relief as this Honourable Court sees fit.

Dated this 13<sup>th</sup> day of February 2017

*Broadhurst LLC*

**Broadhurst LLC**

Attorneys-at-Law for the Plaintiff

This Plaintiff was filed by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is P.O. Box 2503, Grand Cayman KY1-1104, Cayman Islands or 40 Linwood Street, George Town, Cayman Islands.

**INDORSEMENT AS TO INSURER OF MOTOR VEHICLE**

The Plaintiff's claim arises out of the use of a motor vehicle on a public road. The insurer of the vehicle of the Defendant named herein is Saxon Insurance, whose address for service is 337 Eastern Avenue, George Town KY1-1203, Grand Cayman, Cayman Islands.

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CAUSE NO. SC

OF 2017

BETWEEN:

MARY BROADHURST

Plaintiff

-AND-

LORNA KATHERINE VAN DEN BROEK

Defendant

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ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS

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1. State Defendant's name and address-

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time on which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

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Defendant's Signature

Dated this            day of            2017

**Please see overleaf**

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**PARTICULARS OF DEFENCE**

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(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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Defendant's Signature

**REMINDER** – This form must be taken or sent to the Court Office, PO Box 495, George Town, Grand Cayman, Cayman Islands KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.