

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No: *108* of 2019

BETWEEN:

EUGENIO PASCUAL



Plaintiff

AND:



ARNOLD BROOKS



Defendants

PLAINT

To The Defendants

Arnold Brooks
Breakers
Grand Cayman

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out 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 the 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 judgment** without any further notice to you.

Issued this *14* day of *May* 2019

See overleaf for particulars of the Plaintiff's claim

STATEMENT OF CLAIM

1. The Plaintiff is a taxi driver and he lives and resides at George Town, Grand Cayman.
2. The Defendant is an airline pilot and he lives and resides at Breakers, Grand Cayman.
3. On or about the 16 April 2019 the Plaintiff was driving his Toyota Hiace Taxi registration No.128-146 along Dorcy Drive, in the Vicinity of the Owen Roberts Airport, George Town, Grand Cayman when a Mercedes Benz motor car, Registration No. 127-146 being negligently driven by the Defendant and owned by the Defendant when it violently collided with the rear of the Plaintiff's said Toyota Hiace Taxi in consequence whereof the Plaintiff's said Toyota Hiace Taxi sustained damage and the Plaintiff has suffered loss and damage.

Particulars of Negligence

- a) Failing to provide and or maintain, proper distance behind the Defendant's said Toyota Hiace Taxi;
 - b) Failing to Stop, brake, slow down the said Mercedes Benz so as to avoid the said collision;
 - c) Failing to drive the said Mercedes Benz on the Road in a manner to prevent the said Mercedes Benz from colliding into the Rear end of the said Toyota Hiace Taxi.
4. By Reason of the said Negligence, the said Mercedes Benz was driven along Dorcy Drive and violently collided with the rear end of the said Toyota Hiace Taxi where by it sustained damage and the Plaintiff Sustained loss.

Particulars of Damage

- a) Damage to light shell;
- b) Damage to light gate name plate;
- c) Damage to rear body side panel;
- d) Damage to Rear filler panel
- e) Damage to rear bumper;
- f) Damage to Rear bumper support;
- g) Damage to Bumper Spoiler.

Particulars of Special Damage

a) Cost of Repair and Labour	CI\$ 2,024:50
b) Lost of earnings for 3days at US\$ 300:00 per day	CI\$ 775:00
c) Court fees and Service fee	CI\$ 100:00
d) Legal fees	CI\$ 475:00

5. After the said collision the Defendant requested of the Plaintiff that he not call the RCIP (police) to report the collision and that he, the Plaintiff, Arnold Brooks, would pay the cost of the repairs for the Plaintiff's said Toyota Hiace Taxi.
6. The Plaintiff then took the Defendant to two different repair shops and instructed the Repairers there to repair the Plaintiff's said Toyota Hiace Taxi. However, the Defendant failed to pay or to leave a deposit to innate the said repairs leaving the Plaintiff to have the said repairs done without the Defendant paying for the same.

7. Further, after the said collision, on exchanging documents, the Defendant gave the Plaintiff a foreign Drivers licence issued in the state of Florida, USA. The Defendant also refused to give the Plaintiff information of and concerning his driver's insurance policy.
8. Subsequently, the Plaintiff was reliably informed that on the 16 April 2019, the Plaintiff was driving his Mercedes Benz motor car along Dorcy Drive, George Town, Grand Cayman without being covered with a policy of insurance when it violently collided with the Plaintiff's said Toyota Hiace Taxi. It was on the 24 April 2019 when the Defendant had his expired insurance policy renewed.
9. And The Plaintiffs Claims:
 1. The Sum of CI\$ 2 899:50;
 2. Legal costs CI\$ 475:00;
 3. Damages;
 4. Interest therein pursuant to statute;
 5. Such further and other relief as the Court deem proper.

Dated this 7 day of May 2019



A. Steve McField & Associates
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court and
To Defendant

THIS PLAINT was filed by A. STEVE MCFIELD & ASSOCIATES, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys P.O. Box 680 GT, Grand Cayman, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No: 108 of 2019

BETWEEN:

EUGENIO PASCUAL

Plaintiff

AND:

ARNOLD BROOKS

Defendants

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address

Camilo Downs
Roxanne Downs
George Town,
Grand Cayman

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

Yes

No

3. If you do not intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Yes

No

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

Service of the Plaintiff is acknowledged accordingly.

.....
Defendants Signature

Dated this day of 2012

See Overleaf

PARTICULARS OF DEFENCE

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

.....
Defendants Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a Default Judgment may be entered against you.