

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC. 182 OF 2019

BETWEEN: Morris Garcia PLAINTIFF

AND: Cebert Stewart Dilbert 1ST DEFENDANT

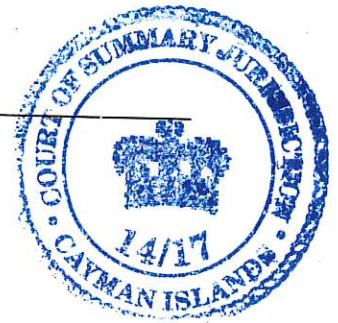
AND: Jules Jervis 2ND DEFENDANT



PLAINT

To: Cebert Dilbert
Grand Cayman

And to: Jules Jervis
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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O.Box 495, G.T, Grand Cayman the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you fail to return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED at George Town this 30th day of August, 2019.

See overleaf for particulars of the plaintiff's claim

PARTICULARS OF CLAIM

1. The plaintiff is a Caymanian who resides at 103 Woodland Dr, Lower Valley, Grand Cayman and is and was the owner and driver of the Toyota Tacoma truck, reg;# 145810 at the time of the accident.
2. The 1st and 2nd defendants reside in Grand Cayman, Cayman Islands. The 2nd defendant was the registered owner of the motor vehicle(white Kia truck,Registration # 119348) when the 1st defendant collided into the rear of the plaintiff's motor vehicle.
3. On or about March 2, 2019 at approximately 12:55pm the plaintiff was driving his motor vehicle in the east bound lane of Shamrock Road in the vicinity of the Spotts tourist landing.
4. On the same date and at the same time, the 1st defendant was driving the motor-vehicle behind the plaintiff in the said east bound lane of the said Shamrock Road, in the same vicinity and heading in same direction as the Plaintiff.
5. There were other vehicles in front of the plaintiff's motor vehicle, heading in the same direction as he was, one of which had stopped immediately in front of the plaintiff and was stationary causing the plaintiff to stop as well.
6. The 1st defendant failed to notice that the traffic in front of him had come to a halt. When he realized that the vehicles in front of him were stationary, it was too late for the defendant to stop safely and he collided into the rear of the Plaintiff's motor vehicle, causing extensive damage in the process.
7. The 1st defendant accepted responsibility for causing the accident and accepted liability for the repairs to the damages to the plaintiff's motor vehicle.
8. The 1st defendant's negligence was the sole cause of the collision described above ("the collision")

PARTICULARS OF NEGLIGENCE

- a) The 1st defendant failed to discharge his duty of care towards other vehicles travelling on the same public road as he was and, in particular, his duty of care to the plaintiff.
- b) The 1st defendant failed in his duty to drive in such a manner and at such a distance from other vehicles as to be able to stop without being involved in a collision.
- c) Driving too close to the plaintiff's motor vehicle.
- d) The 1st defendant failed in his duty to pay attention, or sufficient attention, to the traffic in front of his motor vehicle while he was driving.
- e) The 1st defendant failed in his duty so to manage his motor vehicle to be able to stop within the limit of vision available to him at the relevant time.
- f) The plaintiff reported the matter to its Insurance company who asked him to submit a report and also to obtain a Police incident report. The plaintiff complied with these directives and obtained estimate of the damage to his vehicle. The 2nd defendant's insurers also sent one of their appraisers to assess the damage to the plaintiff's vehicle.
- g) However, the 2nd defendant's insurers told the plaintiff, that they have tried several times to have the 2nd plaintiff report the accident as well as complete and sign the requisite accident forms but have been unsuccessful in so doing. They state that as a result they are unable to process the plaintiff's claim until such time as the 2nd defendant complies with this request.
- h) That this matter has been going on for almost six months, since March 2019 without any resolution and the plaintiff desires to effect the much needed repairs to his motor vehicle but the 2nd defendant's refusal to comply with the request of the insurance company has caused inordinate and needless delay and inconvenience to the plaintiff.

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANTS:

1. Payment of the sums of CI\$2, 316.19
2. Reimbursement of the sum of CI\$100.00 being the cost of the Police Incident Report.
3. Interest on the said sums pursuant to the Judgment Debt (Rates of Interest) Rules.
4. Costs
5. Such further and or other relief as the Honourable Court deems proper and just.

DATED this 30 day of August, 2019.


Morris Garcia

Attorney-at-law

STATEMENT REGARDING INTEREST

- a) The plaintiff seeks interest in accordance with the Judicature Law (1995 Revision) and the Judgment Debts (Rates of interest Rules as amended from time to time.
- b) Interest is claimed from issue of the issue of the Plaintiff to date of full satisfaction of the debt.
- c) The rate of interest is 2 3/8% per annum
- d) The amount of interest accruing each day following the issue of the plaintiff is CI\$0.16 per day.

INDORSEMENT AS TO INSURER

The motor vehicle which the plaintiff was driving at the time of the collision and the motor vehicle which the 1st defendant was driving at the time were both insured with Cayman First Insurance Company Limited, whose address is First Cayman Building, Vibert Bodden Drive, Shamrock Road, PO Box 2171 KY1-1105, GT, Grand Cayman, Cayman Islands, BWI

THIS PLAINT was issued by Morris M Garcia, the attorney-at-law for the plaintiff, whose address for service is that of his said attorney-at-law, PO Box 253 KY1-1501 GT, Grand Cayman, Cayman Islands British West Indies.

PARTICULARS OF DEFENCE

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

Defendant's Signature

REMINDER- This form must be taken or sent to the Court Office, P.O.Box
495, GT, Grand Cayman within 14 days of receipt, otherwise
Default Judgment may be entered against you.