

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 19 of 2006

**BETWEEN:**            **ANDRENE BAILEY**                            **PLAINTIFF**  
**AND:**                    **C. O. YATES & CO. LTD.**                            **FIRST DEFENDANT**  
**AND;**                    **CHARLES YATES**                                    **SECOND DEFENDANT**  
**AND:**                    **ANDRE YATES**                                        **THIRD DEFENDANT**

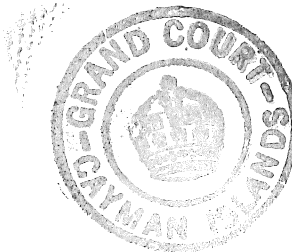
**WRIT OF SUMMONS**

**TO:** C O Yates & Co. Ltd  
132A Elgin Avenue, 820 George Town  
GRAND CAYMAN  
Tel: 9166590

Fax: 94 52090

**AND TO:** Mr Charles Yates  
c/o Charlies Supercabs  
132A Elgin Avenue, 820 George Town  
GRAND CAYMAN

**AND TO:** Mr Andre Yates  
c/o Charlies Supercabs  
132A Elgin Avenue, 820 George Town  
GRAND CAYMAN



**THIS WRIT OF SUMMONS** 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 Writ on you, counting the day of service you must either satisfy the claim or return to the Court office, P O Box 495 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

Issued this 16<sup>th</sup> day of January, 2006.

**NOTE:** This Writ may not be served later than 4 calender months beginning with the date of the issue unless renewed by Order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form

**STATEMENT OF CLAIM**

1 The Plaintiff is an individual who is resident of the Cayman Island and at the material time she was a Taxi Driver employed by the First, Second and Third Defendants.

2 The First Defendant is a limited liability company which trades as "Charlie's Supercabs and Tours" and which, at the material time was owned and operated by the Second and Third Defendants. The Defendants inter alia employ individual taxi drivers by issuing them with Radios whereby they each pay a sum of CI\$ 25.00 per month as rental for the radio and when potential customers call the First Defendant, then they are referred to these individual taxi drivers. The Plaintiff was one of these taxi drivers who paid the CI\$25.00 monthly for the radio and as a result had persons referred to her by the Defendants.

3 It is a requirement under the provisions of Cayman Islands Traffic Law (Law 24 of 1991), section 43 that all Taxi Drivers such as the Plaintiff, have their vehicles licensed by the Transport Licensing Board.

4 In furtherance of the employment relationship between the Plaintiff and the Defendants, the Second Defendant indicated to the Plaintiff that she should place an advertisement sign on the top of her taxi van, advertising for an American Company, with whom the Defendants had a professional relationship.

5 At the time the Plaintiff was and continues to be the owner of a 2003 Hitace Toyota van, which was new at the time. As a result of the assurances and requests made by the Defendants she agreed to have an advertisement sign placed on the top of her vehicle. At the time of the discussions relating to the placement of the sign on the top of her vehicle the Second Defendant indicated to the Plaintiff that the persons with whom he was dealing were representatives of an American Company but that he would be responsible for installing, maintaining and dealing with the said signs on the vehicles and the American Company. It was agreed that the Plaintiff would be paid CI\$40.00 per month for placing the advertisement sign on her van.

6 Subsequently the Second Defendant indicated to the Plaintiff that she would not receive the CI\$40.00 which he had previously indicated that she would receive as he and/or the First and/or Third Defendant were entitled to CI\$10.00 per month for their role in the matter which amount would be deducted from the CI\$40.00 per month.

7 During the discussions and agreement regarding the installation of the said advertisement, the Defendants did not inform the Plaintiff that in order to have the sign installed that they would have to bore holes in the top of her vehicle, despite the fact that she did enquire as to whether the signs would withstand a lot of wind bearing in mind that she thought that the signs were magnetic and that this was the means by which they would be attached to the roof of the vehicle. During the discussions the Defendants did not also notify or inform the Plaintiff that they had no permission to install these signs from the Public Transport Board.

8 As a consequence of the verbal agreement the Plaintiff took her van to the Defendants, who installed the advertisement sign on the top. Subsequently she discovered that the top of the van had been bored with holes in order to install the sign, which holes now have the potential to allow rain water to come into the van when it rains and which holes have also resulted in rusting to the top of her vehicle.

9 As a result of the installation of the said advertisement sign, the Plaintiff also learnt that the Public Transport Board would not renew her license as a Taxi Driver, unless and until the said sign was removed from the van as there was no permission to install same from them.

10 The Plaintiff therefore confronted the Second Defendant regarding these matters, who indicated that he would contact the American company and revert to her. However despite the passage of time, the Defendants did not revert to the Plaintiff and despite her making arrangements to have the sign removed the Defendants have sought to absolve themselves of all responsibility for the damage to her vehicle and for the removal of the said advertisement sign.

10 It was an implied term of the said agreement that the Defendants would not damage the Plaintiff's vehicle whilst installing the advertisement sign on the top and that despite the presence of the advertisement sign on the vehicle, the Plaintiff would be able to continue with her chosen profession of driving a Taxi.

11 In breach of this implied term, the Defendants did cause damage to the Plaintiff's vehicle in that they bored holes in the top which is likely to resultt in water seeping into the van when it rains and which also resulted in the areas around the holes on the top of the van, rusting. As a result of the installation of the said sign, the Plaintiff was also unable to have her taxi van's license renewed until the said sign had been removed.

12 The Plaintiff has obtained an estimate from Vampt Motors to rectify the damage caused by the Defendants and they have provided an estimate for this dated 22nd March, 2005 of CI\$978.00 and indicated that the Plaintiff will not be able to use her van for a period of 4 days during which time the said damage is to be repaired.

13 As a result of the said breach the Plaintiff has suffered further loss and damage in that she has nbeen inconvenienced by having to use the said bus in an unreasonable condition and she will have to cease working for a period of 4 days in order to have the said van repaired or find an alternative vehicle to use.

14 The Plaintiff in her profession of a taxi driver earns approximately CI\$400.00 per day as a taxi driver.

**WHEREFORE THE PLAINTIFF CLAIMS:**

- (a) Principal Amount to repair the vehilce CI\$978.00
- (b) Compensation for 4 days without use of Taxi CI\$1,600.00
- (c) Damages
- (d) Statutory inrterest, Costs & Legal fees

Dated this 16<sup>th</sup> day of January, 2006.

*Brooks - Brooks*  
**BROOKS & BROOKS**  
Attorneys At Law for the Plaintiff

To: The Clerk of the Courts

And To: The Defendants

**THIS WRIT OF SUMMONS** was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

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<b>AND;</b>	<b>C.O YATES &amp; CO LTD.</b>	<b>FIRST DEFENDANT</b>
<b>AND</b>	<b>CHARLES YATES</b>	<b>SECOND DEFENDANT</b>
<b>AND:</b>	<b>ANDRE YATES</b>	<b>THIRD DEFENDANT</b>

**ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form **IMMEDIATELY**.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED**

Delay may result in judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged:

2 State whether the Defendant intends to contest the proceedings (Tick appropriate box)

Yes

No

||

If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff( Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed \_\_\_\_\_

Please complete overleaf

(Attorney) for

(Defendant in Person)

Address for service:

Notes on Address for Service

Attorney: where the Defendant is represented by an attorney state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in Person: where the Defendant is acting in person, he must give his post office box and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks  
Attorneys At Law  
P O Box 1355 GT  
GRAND CAYMAN**

**(One, Artillery Court, George Town, Grand Cayman)**

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below