

IN THE HIGH COURT OF JUSTICE
SAINT VINCENT AND THE GRENADINES

SUIT NO: 295 OF 1991

DANIEL RICHARDS

PLAINTIFF

AND

CLINTON NANTON

AND

DENNIS HOYTE

DEFENDANTS

A. F. Williams Esq. for the Plaintiff

S. Commissiong Esq. for the Defendants

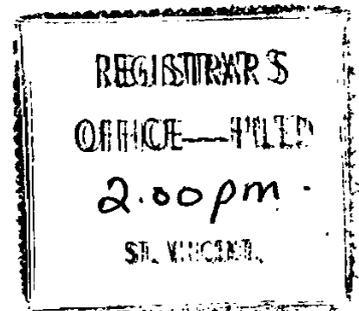
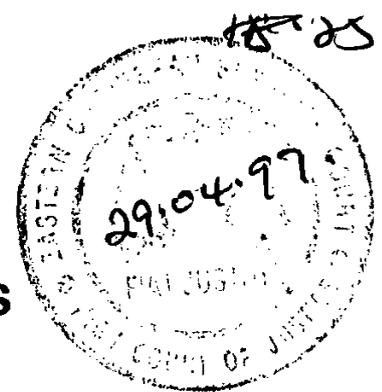
MITCHELL J.

JUDGMENT

This is a running down case involving a dispute only as to quantum. Liability was contested on the pleadings, but on the day of trial the Defendants withdrew their counterclaim, and their Counsel indicated that only the amount of damages was in issue. A Request for Hearing had been filed since 23rd March 1992. The trial took one hour. The Plaintiff had filed a specially endorsed writ on 26th June 1991. In it he alleged that his passenger van H4321 was written off as a result of the negligent driving of the second Defendant on 25th February 1991. He claimed special damages of EC\$22,000.00 as the value of the vehicle at the time of the accident, and EC\$150.00 as the cost of towing it, and general damages and costs, but nothing for loss of use.

The Plaintiff gave evidence and also called his mechanic. The Defendants led no evidence.

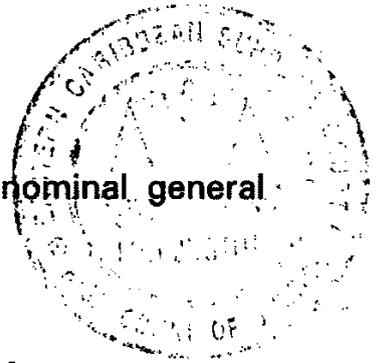
The facts as I find them are that the Plaintiff at the time of the accident in 1991 was a businessman. He had 18 months previously purchased a 6 month old passenger vehicle, which he used in his dry goods business. He paid EC\$42,000 for it. He claimed in his evidence that he ran it as a passenger vehicle, but he had made no claim for loss of income in his pleadings. He was not permitted to give evidence as to his loss of income



from passengers, as he had not pleaded this special damage. His mechanic's evidence was that it was not used as a bus, but as a goods van around the time of the accident. I believe that the Plaintiff had at one time used it as a passenger van, but that it was being used only as a goods van at the time of the accident. The Plaintiff in his writ claimed, as we have seen, that the value of the vehicle was EC\$22,000.00. Yet, his mechanic's Certificate and evidence was that the vehicle was worth only EC\$20,000.00 at the time of the accident. The value of the scrap and parts after the accident was EC\$6,000.00. The vehicle had obviously depreciated considerably in value between the date of its purchase and the date of the accident. The Plaintiff said he was not in agreement with his mechanic's valuation, as the Plaintiff would have placed a higher value on the vehicle, and a lower value on the parts and scrap. The Plaintiff also gave evidence of paying EC\$150.00 for towing the wreck after the accident. The Plaintiff never replaced the vehicle after the accident. There is no claim for loss of use, nor does the Court have any evidence of any period for which the Plaintiff was deprived of use.

The Plaintiff's mechanic's Certificate, quite improperly, was not shown to the Defendants at the time of exchange of documents at the directions stage of the trial. The Defendants, by contrast, served their list on the Plaintiff in compliance with the Order on the Summons for Directions. The Plaintiff only shared with the Defendants the Certificate of the mechanic on the day of trial. The Certificate in question was very poor, in that it was undated, did not give the age of the vehicle, nor its engine or chassis number. Counsel for the Defendants asked the Court to reject it as having been manufactured for the purposes of the case. However, the witness Mr Ryan struck me as a witness of truth. Besides, if he had manufactured the Certificate for the purposes of the case, then he would have manufactured it with a valuation of EC\$22,000.00 and not EC\$20,000.00. It would appear that the amount of EC\$22,000.00 on the Writ was hastily inserted, without reference to a Certificate which would have shown the correct value, or at any rate the value about which there was some independent testimony. As the mechanic's testimony was for the smaller amount, no harm was done, and I accept the mechanic's testimony on the value of the vehicle at the time of the accident. The Plaintiff is entitled to the value of the vehicle less

the value of the scrap and parts. He is also entitled to nominal general damages.



I give judgment for the Plaintiff as follows:

Special damages	EC\$14,150.00
General damages	EC\$ <u>5,000.00</u>
Total	<u>19,150.00</u>

Costs to the Plaintiff to be taxed if not agreed.

A handwritten signature in black ink, appearing to read "ID Mitchell", is written over a horizontal dotted line.

ID MITCHELL, Q.C.
HIGH COURT JUDGE (Ag.)
April 29, 1997.