

**IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
EXBRIDGE DISTRICT REGISTRY**

Claim No EX-16-00120

BETWEEN

**MASTER ADAM JAMES GLOVER
(a child by Shirley Maureen Glover, his Litigation Friend)**

Claimant

and

MR VINCENT CRAWFORD

Defendant

DEFENCE

1. The paragraph numbers referred to in this Defence relate to the paragraph numbers in the Claimant's Particulars of Claim.
2. Paragraph 1 is admitted.
3. In respect of paragraph 2 the Defendant has no knowledge of the matters stated and the Claimant is therefore put to proof of these matters.
4. In respect of paragraph 3 the Defendant has no knowledge of the circumstances prior in which Mr Glover's vehicle came to a standstill. Other than to admit that the presence of a fallen tree, the Claimant is put to proof of these matters. It is denied that Mr Glover's vehicle was displaying any lighting as alleged or at all.
5. In respect of paragraph 4 it is admitted that the Defendant's vehicle was involved in a collision with Mr Glover's vehicle. It is averred that no warning was possible in all the circumstances due to the unsafe positioning of Mr Glover's car.
6. Save for the allegation that the road was wet following a rainstorm (which is denied) paragraph 5 of the Particulars of Claim is admitted. It is the Defendant's case that the road was dry.

7. It is denied that the said accident was caused or contributed to by the Defendant acting negligently as alleged in paragraph 6 and 7 or at all.
8. The Defendant was driving carefully for the road conditions when he came upon Mr Glover's stationary vehicle. Mr Glover's vehicle was positioned in a manner which was unsafe, in that it was stationary in the middle of an unlit carriageway and failed to display any lighting or other warnings of its presence.
9. The Defendant applied his brakes in sufficient time to bring his vehicle to a standstill and attempted to manoeuvre so as to avoid a collision. The brakes failed to operate as anticipated or at all. As a result the Defendant collided with Mr Glover.
10. The Defendant had taken all reasonable steps to ensure that his brakes were functioning properly. On or about 7th March the Defendant had entered into a contract with Johnson's Garage, 14 Main Street, Southcliffe. ('Johnson's Garage') to install new brake pads and discs to his motor vehicle. It was an implied term of the contract pursuant to section 49 Consumer Rights Act 2015 that Johnson's Garage would undertake the work with reasonable skill and care.
11. In breach of the implied terms and/or negligently, Johnson's Garage failed to exercise the skill and care of a reasonably competent garage in that they;
 - (i) failed to..... (***Detail would depend on contents of any expert's report) but it may include***
 - (ii) damaged the fuel reservoir;
 - (iii) caused the reservoir to develop a leak and lose brake fluid;
 - (iv) failed to check their service work prior to returning the vehicle to the Defendant;
 - (v) caused the Defendant to use the vehicle in a dangerous condition, namely with defective brakes;
 - (vi) exposed the Defendant and Claimant to a foreseeable risk of injury;
 - (vii) failed to take any or any adequate care for the safety of the Defendant and Claimant;
 - (viii) failed to undertake the service/repair work with reasonable skill and care.
12. It was represented to the Defendant by Johnson's Garage that all repairs had been carried out. The Defendant was entitled to assume that Johnson's garage had performed their contract competently and the defect in the brakes was not one he could have been reasonably expected to have discovered.
13. By reason of the matters aforesaid, it is averred that the accident was caused or contributed to by Mr Glover and Johnson's Garage.

14. Paragraph 8 is admitted.

15. Paragraph 9 is denied. By reasons of the matters aforesaid, the Defendant claims that the said convictions are not relevant to, nor evidence of negligence on his part.

16. The Defendant neither agrees nor disputes but has no knowledge of the matters contained in the medical report served by the Claimant and in the circumstances neither agrees nor disputes but has no knowledge of the items of loss for which the Claimant claims.

Dated

Statement of Truth

I believe that the facts stated in this Defence are true.

Signed

VINCENT CRAWFORD

.....
Defendant

Address for service of documents:

White and Co
4 The High Street
Exbridge
Reference VC12

Solicitors for the Defendant