

ROYAL COURT

27th July, 1988

Before: The Bailiff and
Jurats Lucas and Gruchy

Between: St Bernard's Garage and Hire Cars Ltd Plaintiff

And: Natalie Robertshaw Defendant

Application for judgment on admissions

Advocate R.G.S. Fielding for the plaintiff
Advocate R.J. Renouf for the defendant

JUDGMENT

BAILIFF: This case arises out of an accident to a motor vehicle owned by the plaintiff being driven by Miss Amanda Jayne Taylor, as a result of her coming into collision, or being collided with (that is a matter to be decided in due course) with another car driven by another person. Miss Taylor was permitted by Miss Natalie Robertshaw (wrongly and in breach of the latter's contract of employment with the plaintiff) to drive the vehicle. The plaintiff has therefore understandably actioned Miss Robertshaw for damages, originally in the sum of £3,550.00, but as a result of certain summonses and matters which I need not mention, the claim has been reduced to a figure of £2,034.93. There appears to be no claim for general damages.

The defendant admits that she was in breach of her contract of employment with the plaintiff inasmuch as she ought not to have let Miss Taylor drive her car, but she goes on to say that even if she is in breach, it does not follow that she is liable in damages to the plaintiff because it should be able to recover damages from either the driver of the car which belonged to it or the driver of the car which collided with its car, or from both. However, this does not absolve the claimant from the issue of causation and liability for damages has to be determined by the Court after hearing evidence. The plaintiff issued a summons asking the Court to give judgment against the defendant in such amount as the Royal Court might think fit and bases the application on admissions in the affidavit of the defendant which was sworn on the 10th May, 1988, which has been confirmed by the answer which she filed subsequent to that affidavit. This morning, the plaintiff limited its request for a declaration by this Court that insofar as the plaintiff's claim is concerned, it is a valid claim to the extent that the defendant was in breach of her contract of employment and therefore, if damages can be attributed to her, (although that we cannot ask ourselves without hearing evidence) she should be condemned (indistinct). We think that's right, but we don't merely refer the question of damages to the Greffier because there is the question as to whether indeed she should be liable for damages at all. However, she is in breach and therefore, to the extent that the plaintiff asks this Court to declare that the defendant is in breach of her contract, we do so. What flows from that declaration will be for further legal argument. So, you have your judgment to a limited extent and because of that, and because the issues can't be gone into without further argument and without hearing evidence, the costs will be in the cause.

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Authorities referred to:

Murphy -v- Culhane (1976) All E.R. 533.

Rankine -v- Garton Sons & Co Ltd (1979) 2 All E.R. 1185.

Associated Bulk Carriers Ltd -v- Koch Shipping Inc. - The Fuohsan Maru
(1978) 2 All E.R. 254.

Jersey Steel Company Limited -v- Regal Construction Company Limited
(1971) J.J. 1965.