

COURT FILE NUMBER 2010-00319

COURT COURT OF QUEEN’S BENCH OF
ALBERTA

JUDICIAL CENTRE RED DEER

PLAINTIFF KEVIN BUDD, BY HIS LITIGATION
REPRESENTATIVE, SUSAN BUDD

DEFENDANTS AIRSPRAY (1967) LTD., ARROW
LIMOUSINE & SEDAN SERVICES
LTD.

DOCUMENT **STATEMENT OF DEFENCE of
ARROW LIMOUSINE & SEDAN
SERVICES LTD.**

Clerk’s Stamp

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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Statement of facts relied on:

Summary

1. Except as expressly admitted to herein, the Defendant, Arrow Limousine & Sedan Services Ltd. (“Arrow”), denies each and every allegation made in the Plaintiff’s Statement of Claim.
2. Arrow admits the allegations contained in paragraphs 1,2,11,12,26,30, and 31 of the Statement of Claim.
3. Arrow does not have sufficient information to agree to disagree with paragraphs 3,4,5,7,8,9,10,13,14,16,17,18,19,20,21,22,23,24, and 25 of the Statement of Claim.
4. Arrow specifically disagrees with the allegations found in paragraphs 15,27,28, and 32 of the Statement of Claim.

Facts of the Case

5. Arrow was hired by Co-Defendant, Airspray (1967) Ltd. ('Airspray') to transport passengers from a party hosted by Airspray on September 21, 2018 between the hours of 8pm and 11pm (the 'Party')
6. Arrow was not provided any addresses or directions in advance of the Party and was instructed to rely on directions from the passengers being dropped off.
7. On the night in question, the driver for Arrow picked up two previous passengers and dropped them off at Springbrook and Innisfail respectively just after 10:00pm.
8. The Driver picked up five passengers from the Airspray Hanger in Springbrook, two of whom are believed to be Kevin Budd ('Kevin') and Jennifer Weeks ('Weeks').
9. The Driver dropped off one passenger at their home in Vanier Woods in Red Deer.
10. The Driver was then instructed by the passengers to proceed to Wildrose Street, in Sylvan Lake.
11. The Driver stopped on Wildrose street at the direction of the passengers. Weeks then exited the vehicle followed shortly after by Kevin.
12. The Driver followed Kevin from the vehicle and asked if Kevin knew where he was going. Kevin replied in the affirmative.
13. The Driver then physically escorted Kevin to the yard of the residence where Weeks was standing and appeared to be socializing with another woman.
14. The Driver placed Kevin's hand in Weeks' hand passing him off to the women in the yard.
15. The Driver then stood and waited outside the vehicle for a few minutes before returning to the driver's seat and ascertaining instructions from the remaining passengers with respect to the next stop.
16. The Driver took the remaining passengers to Hazard County Bar in Sylvan Lake.
17. The Driver then filled the vehicle with gas at the Fas Gas in Sylvan Lake at about 11:00pm before returning to Red Deer to pick up two remaining passengers.

Specific Defences

18. Arrow denies owing a duty of care to Kevin.
19. If a duty of care exists, Arrow denies that said duty would require the steps enumerated in paragraph 28 of the Statement of Claim.
20. If a duty of care exists, Arrow alleges that it has met said duty by escorting Kevin and Weeks to a place of safety and waiting outside the Limousine before leaving.
21. Arrow admits to having a contract with Airspray to provide transportation from the Airspray Hanger between the hours of 8-11pm on September 21, 2018. Arrow denies breaching said contract.
22. Arrow denies that the contract required transportation to the passengers' residence as alleged.
23. Arrow denies contracting with Kevin or that Kevin has privity to sue on any such contract.

24. Arrow alleges that Kevin's negligence is responsible for his death and relies on the *Contributory Negligence Act*, RSA 2000, c-27.
25. Arrow denies that the Plaintiff suffered damages in the quantum alleged and puts the Plaintiff to proof thereof.

Remedy sought:

26. Dismissal of the Plaintiffs claim;
27. Costs of this Action, and
28. Such further and other relief as this Honourable Court deems fit and proper.