

1 **IN THE GRAND COURT OF THE CAYMAN ISLANDS**  
2 **CRIMINAL DIVISION**

3 **Neutral Citation Number: [2025] CIGC (Crim) 51**

4 **INDICTMENT NO: 79 of 2024**



7 **R**

9 **V.**

11 **DORIAN DOLAN HUNTER**

15 **Appearances:** **Mr. Alexander Barbour, Senior Crown Counsel, Office of the Director of**  
16 **Public Prosecutions for the Prosecution**

18 **Mrs. Lee Halliday-Davis of Brady Law for the Defence**

21 **Before:** **The Hon. Justice Cheryll Richards KC**

23 **Submissions Heard:** **29<sup>th</sup> April 2025, 26<sup>th</sup> September 2025**

24 **Sentence Judgment:** **26<sup>th</sup> September 2025**

30 ***Criminal Law - Sentencing- Theft contrary to section 235 of the Penal Code (2022 Revision)- Application***  
31 ***of the Cayman Islands Sentencing Guidelines***

1 SENTENCE JUDGMENT

- 2
- 3 1. The defendant is before the Court for sentencing. He pleaded guilty on the first day of his trial,
- 4 on the 28<sup>th</sup> January 2025 to the single offence of Theft contrary to s.235 of the *Penal Code*
- 5 (2022 Revision). The plea followed the amending of the Indictment which had initially charged
- 6 two counts of Obtaining Property by Deception from two separate complainants. Theft was
- 7 added as a third Count.
- 8
- 9 2. The particulars of the offence of Theft are that he between the 6<sup>th</sup> day of February 2023 and the
- 10 28<sup>th</sup> day of February 2023, within the jurisdiction of the Cayman Islands, stole CI \$10,375.00
- 11 belonging to Tyson Ardin McCoy.
- 12
- 13 3. The maximum sentence is 10 years imprisonment.
- 14
- 15 4. The Prosecution indicates that they will not proceed on Counts 1 and 2 of the Indictment and
- 16 have asked that they lie on the file. This is so ordered.
- 17

18 **THE FACTS**

- 19
- 20 5. The prosecution has provided a summary of the facts. On the 6<sup>th</sup> February 2023, the defendant
- 21 attended the home of the victim and offered to sell him a Honda motor vehicle for the sum of
- 22 CI \$14,000. The victim, Mr. McCoy test drove the vehicle and agreed to purchase it on terms
- 23 of \$4,000 in cash as a downpayment and the balance by way of a banker’s draft. On the 8<sup>th</sup>
- 24 February 2023, Mr. McCoy made the cash payment and on the 9<sup>th</sup> February provided the
- 25 banker’s draft. The defendant handed to Mr. McCoy a Certificate of Vehicle Ownership which
- 26 gave no indication that the vehicle had a lien or financial encumbrance. Additionally, the
- 27 defendant signed to a written bill of sale drafted by Mr. McCoy which represented that the
- 28 vehicle was unencumbered.
- 29
- 30
- 31



1 6. At the time of the purchase Mr. McCoy was not aware that the Certificate with which he was  
2 presented was no longer valid and that on the 5<sup>th</sup> May 2022, the Cayman Islands Credit Union  
3 had registered a lien on the vehicle. At the time of Mr. McCoy’s purchase, the institution was  
4 already in the process of re-possessing the vehicle.

5  
6 7. Mr. McCoy remained in possession of the vehicle until the 23<sup>rd</sup> March 2023, when the vehicle  
7 was seized by the Credit Union. He lost both the vehicle and the funds which he had paid to  
8 the defendant.

9  
10 8. Between the 25<sup>th</sup> March 2023 and the 24<sup>th</sup> May 2024, the defendant repaid \$3,875 in small  
11 installments to Mr. McCoy leaving a balance of \$10,375. The Certificate of Vehicle  
12 Ownership, the Bill of Sale and the Sales Agreement were tendered and received in evidence  
13 for the purpose of this hearing as Exhibits 1 to 3.

14  
15 **VICTIM IMPACT REPORT**

16  
17 9. The Department of Community Rehabilitation (“DCR”) has provided a Victim Impact Report  
18 dated 4<sup>th</sup> April 2025. The Probation Officer concludes that the victim was most impacted at the  
19 physical and financial levels. The repossession of the vehicle caused him to be without  
20 transportation to get to and from his medical appointments for two months. He was in need of  
21 transport to get to and from those appointments having recently been in a traumatic incident as  
22 a result of which one of his legs had been amputated.

23  
24 **ANTECEDENT HISTORY**

25  
26 10. The defendant has an antecedent history of multiple offences of Rape, Indecent Assault and  
27 Handling Stolen Goods. For the five convictions for Handling Stolen Goods he was sentenced  
28 in 2020 to 13 months imprisonment.





1 **SOCIAL INQUIRY REPORT**

2  
3 11. The DCR has provided a Social Inquiry Report dated 12<sup>th</sup> March 2025 (“SIR”). The Court has  
4 read the report in its entirety and takes into account everything said therein in favour of the  
5 defendant. He is forty-three years old. He is married with one step-child. He grew up in Cayman  
6 Brac where he now resides. He had a difficult childhood following the separation of his parents  
7 when he was nine years of age. This affected his schooling and caused some delays. He was  
8 supported by his maternal aunt and was able to complete high school, graduating with  
9 distinctions in two subjects. His employment history progressed well until 2009 when he was  
10 incarcerated for sexual offences. He participated in work release programmes while in Prison  
11 and on license and in 2022 returned to live in Cayman Brac.

12  
13 12. The defendant is assessed as being at low risk of re-offending. It is said that for the past two  
14 years he has been a contributing member of the public in Cayman Brac and there is nothing to  
15 suggest that he is involved in illegal activities. He has been gainfully employed and is described  
16 by his employer as a valued employee who works hard and is always willing.

17  
18 **CHARACTER REFERENCES**

19  
20 13. In the course of further submissions defence Counsel provided two letters of reference to the  
21 Court.

22  
23 14. By letter dated the 17<sup>th</sup> September 2025, the National Drug Council writes in support of the  
24 defendant. The defendant has interacted on a weekly basis with a Prevention Specialist of the  
25 Council for over a year. They describe what is said to be his steady progress, commitment and  
26 continued efforts to build a stable and meaningful life. It is said that he has taken responsibility  
27 for his past and has worked diligently to demonstrate that he is moving forward with purpose.  
28 The author states: -

29  
30 “It is my considered view that Mr. Hunter has made significant strides in transforming his  
31 life and that he is committed to maintaining this path. His actions reflect sincerity,  
32 perseverance and a genuine desire to be a responsible member of his community.”

1 15. The defendant's employer in a letter dated 24<sup>th</sup> September 2025, describes the defendant as  
2 doing his job with commitment and to the best of his ability. It is said that he is dependable,  
3 never late, always respectful, reliable and follows instructions.  
4

5 **THE SUBMISSIONS**  
6

7 16. The prosecution submits that under the *Cayman Islands Sentencing Guidelines*, this is an  
8 offence of high Culpability A due to the sophisticated nature and significant planning involved.  
9 Counsel submits that the defendant selectively used an outdated certificate. He did not rely on  
10 a single interaction to commit the fraud. Instead, he had multiple in person meetings which  
11 served to establish credibility. The theft remained undetected for some time. Counsel said that  
12 if it is not a Culpability A offence then it must be a high B.  
13

14 17. The submission as to harm is that the value of the loss places the harm into Category 2.  
15 However, there was significant additional harm to the victim because of the medical issues that  
16 he was experiencing at the time. The vehicle therefore was of substantial value to him  
17 regardless of his monetary loss.  
18

19 18. Counsel said that this offending is either a Category 2 A or 1 B both of which have a starting  
20 point of 3 years custody.  
21

22 19. The starting point for a Category 2 Harm Culpability A offence is 3 years with a range of  
23 sentence of 18 months to 5 years.  
24

25 20. The defence submits that the culpability is at a medium rather than high level and that the  
26 offending is B 2 with a starting point of 18 months custody and a range of 36 weeks to 3 years  
27 custody.  
28

29 21. Defence Counsel submits that this was not a sophisticated offence, the defendant simply used  
30 the document he had received when he purchased the vehicle.  
31



- 1           22.     Counsel accepts that there was some additional harm to Mr. McCoy but urges that it is a  
2                    Category 2 B offence with a starting point of 18 months custody and a range of sentence of 36  
3                    weeks to 3 years custody.
- 4
- 5           23.     Counsel also accepts that the custody threshold has been passed.
- 6
- 7           24.     In mitigation Counsel submitted that the defendant pleaded as soon as the Indictment was  
8                    amended. He made repayments to the victim before he was arrested. He is remorseful. Counsel  
9                    submits that the defendant’s wife is not employed, and that he is the only financial support for  
10                   his wife and child as well as his elderly mother who has health and mobility issues. Counsel  
11                   said that his stepfather who is eighty-seven years of age, has medical problems and is unable  
12                   to help or assist in relation to her care. The effect upon the defendant’s family were he to be  
13                   incarcerated would be devastating for his family. Counsel relies on the case of *R v Petherick*<sup>1</sup>  
14                   and asks the Court to consider the interest of the child and the defendant’s family.
- 15
- 16          25.     Counsel explained that the defendant had obtained a car loan through the Credit Union and was  
17                   unable to keep up the payments so he sold it in order to be able to do so.
- 18
- 19          26.     Counsel produced documents which were received as Exhibits 4 and 5. Both are from the Credit  
20                   Union. Exhibit 4 in part states as follows: -
- 21
- 22                   i.     “Credit Union granted Mr. Dorian Hunter an auto loan of \$39,900 11<sup>th</sup> April 2022.  
23                   See Loan Agreement and Bill of Sale (Exhibit BS/02)
- 24
- 25                   ii.    The Credit Union’s interest was registered with the Department of Vehicle and  
26                   Driver’s Licensing on 5<sup>th</sup> May 2022. (Exhibit BS/03)
- 27
- 28                   iii.   Due to delinquency, Mr. Hunter’s account became the subject of credit risk review  
29                   around December 2022.
- 30



---

<sup>1</sup> [2012] EWCA Crim 2214

- 1                   iv. During this review it was identified that Mr. Hunter’s assigned government (Public  
2                   Works) salary deduction ceased servicing his loans.
- 3
- 4                   v. In January 2023, the Credit Union contacted Mr. Hunter regarding the delinquency.
- 5
- 6                   vi. Shortly after this communication on 10<sup>th</sup> January 2023, the Member provided a  
7                   salary deduction form to the Credit Union noting that he was employed with CUC,  
8                   however, on 24<sup>th</sup> February 2023, the Credit Union Accounts team advised the  
9                   Delinquency team that CUC had returned Mr. Hunter’s Deduction Card, without  
10                  as “NOT ACK”, which indicated that Mr. Hunter was not an employee of CUC.  
11                  (Exhibit BS/04)
- 12
- 13                  vii. In March 2023 the member’s loans went in arrears two months (60 days). On 24<sup>th</sup>  
14                  March 2023, a repossession order was sent for the vehicle due to arrears and amidst  
15                  concerns that the vehicle was no longer insured. At the time of repossession, 27<sup>th</sup>  
16                  March 2023, the bailiff reported that the vehicle was in the possession of a Mr.  
17                  Tyson McCoy. (Exhibit BS/05)
- 18
- 19                  viii. In March 2023 after the vehicle was repossessed, Mr. Tyson McCooy contacted  
20                  the Credit Union stating he had purchased the vehicle from Mr. Hunter and  
21                  provided copies, via email, of a Sales Agreement between himself and Mr. Hunter,  
22                  along with supporting documents relating to the purchase of the vehicle. (Exhibit  
23                  BS/06)
- 24
- 25                  ix. ...
- 26
- 27                  x. The vehicle was sold in August 2023 and proceeds applied to reduce the loan  
28                  balance on 31<sup>st</sup> August, 2023. The residual balance of \$1764.83 was paid by Mr.  
29                  Hunter on 2<sup>nd</sup> February 2024. See Account Statement for subaccount ..., from 11  
30                  April 2022 to 02 February 2024. (Exhibit BS/08)”
- 31
- 32



1 27. The Court inquired as to the reason that as much as \$14,000 had been received from Mr. McCoy  
2 by the 9<sup>th</sup> February 2023 yet the Credit Union loan continued to be in arrears so that the vehicle  
3 was repossessed in March 2023.

4  
5 28. Counsel said that the defendant is willing to pay compensation at the rate of \$500 per month  
6 based on his current earnings. The Court expressed concern about the length of time for full  
7 compensation if this was to be the rate of payment.

8  
9 29. In further submissions today, Counsel said that since the last hearing, the defendant now has a  
10 total of \$7,000 which can be paid by Monday of next week with the balance to be paid at a later  
11 date.

12  
13 30. As to credit for guilty plea, the prosecution submits that this should be limited to 10% because  
14 it came after multiple trial dates had been set. The defence say that the plea was entered after  
15 there was an amendment to the Indictment and there should be full credit.

16  
17 **THE SENTENCE**

18  
19 31. The Court accepts the submission of the prosecution that this is an offence of medium  
20 culpability and Category 1 harm due to the personal circumstances of the victim at the material  
21 time.

22  
23 32. The starting point is 36 months custody.

24  
25 33. The defendant is not a person of good character and has previous convictions for dishonesty.  
26 These factors aggravate the offending by 3 months to one of 39 months.

27  
28 34. All the mitigating factors raised are accepted. These include the defendant's remorse, family  
29 circumstances, impact on his family, positive employment report, and low risk of re-offending.  
30 All the factors serve to decrease the sentence by 15 months to one of 24 months.



- 1 35. It is accepted that there should be a discount for the defendant's guilty plea. The prosecution  
2 says that this came at the door of the Court and should be no more than 10%. The defence say  
3 that it should be the full one third in light of the amendment which was only made on the day  
4 of trial. Discussions are said to have been initiated on the weekend before the trial was due to  
5 begin on the Monday morning.  
6
- 7 36. It is noted that the defendant first appeared before the Grand Court on the 6<sup>th</sup> September 2024.  
8 There had been no indication given that the defendant was minded to plead to anything. The  
9 full discount is not appropriate in these circumstances, the first reasonable opportunity having  
10 long passed and a trial date having been set.  
11
- 12 37. However, in light of the amendment, the discount granted is 25% thus reducing the sentence to  
13 one of 18 months custody.  
14
- 15 38. The Court cannot accede to the recommendation of the Probation Officer that the sentence be  
16 limited to community service and compensation.  
17
- 18 39. The custody threshold is firmly passed in this case given the serious nature of the offending.  
19 This was deliberate dishonesty which persisted over a period of time. The defendant claimed  
20 to be seeking money to discharge his obligation to the Credit Union yet failed to do so. Again,  
21 this must have been deliberate dishonesty well knowing the likely consequences for Mr.  
22 McCoy.  
23
- 24 40. The defendant has previous convictions for dishonesty for which he was sentenced only a short  
25 three years before.  
26
- 27 41. However, note is taken of his personal circumstances, the previous repayments made and the  
28 offer today to continue to make repayments.  
29
- 30 42. The aim of sentencing in this case must not only be punishment but also restitution. It is  
31 important that the complainant be repaid the money which was lost.  
32  
33



1        43.        Consequently, the defendants’ offer to pay compensation and to continue to work to ensure that  
2                    compensation is paid in full is accepted. The sentence is suspended for 2 years.

3  
4        **COMPENSATION ORDER**

5  
6        44.        A Compensation Order is made pursuant to s.33 of the *Penal Code* (2024 Revision) in the full  
7                    sum of \$10,375. This is to be paid to the victim through the Court Funds Office. The alternative  
8                    to the payment is 6 months imprisonment. It is to be paid in two installments, \$7,000 of this is  
9                    to be paid by the 29<sup>th</sup> September 2025 and the balance of \$3,375 is to be paid by the 18<sup>th</sup>  
10                    December 2025.

11  
12        **Dated this the 26<sup>th</sup> day of September 2025**



13  
14        **The Hon. Justice Cheryll Richards KC**  
15        **Judge of the Grand Court**