

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

3 **Neutral Citation Number: [2025] CIGC (Crim) 59**

4 **INDICTMENT NO: 78 of 2025**

7 **R**



9 **V.**

11 **OLISIEA PATRICIA BLAKE**

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

18 **Mr. Jonathon Hughes, Samson Law for the Defence**

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

23 **Submissions Heard:** **17<sup>th</sup> October 2025**

25 **Further Submissions:** **29<sup>th</sup> October 2025**

27 **Sentence Judgment:** **29<sup>th</sup> October 2025**

31 ***Criminal Law*** – *Sentencing, Obtaining Property by Deception contrary to s.247 of the Penal Code (2022*  
32 *Revision), Application of the Cayman Islands Sentencing Guidelines; Issue of whether a sentence of*  
33 *immediate custody would amount to a disproportionate interference with family life.*



## SENTENCE JUDGMENT

- 1
- 2
- 3 1. The defendant is before the Court for sentencing following her guilty pleas to ten counts of
- 4 Obtaining Property by Deception contrary to s.247 of the *Penal Code* (2022 Revision).
- 5
- 6 2. These relate to the obtaining of sums of money from ten persons between the period 22<sup>nd</sup>
- 7 December 2023 to 11<sup>th</sup> January 2024.
- 8
- 9 3. In each case the particulars are that the sum was dishonestly obtained by deception, namely by
- 10 falsely representing that the defendant had accommodation available for rent: -
- 11

12

| Count | Date                           | Victim              | Loss - \$    |
|-------|--------------------------------|---------------------|--------------|
| 1     | 22 <sup>nd</sup> December 2023 | Anita Danso         | 750          |
| 2     | 22 <sup>nd</sup> December 2023 | Navehsa Christian   | 650          |
| 3     | 23 <sup>rd</sup> December 2023 | Stanley Wissort     | 650          |
| 4     | 28 <sup>th</sup> December 2023 | Esmerlin Garcia Gem | 700          |
| 5     | 28 <sup>th</sup> December 2023 | Royston Peter Goes  | 700          |
| 6     | 3 <sup>rd</sup> January 2024   | Julia Nakashima     | 1400         |
| 7     | 7 <sup>th</sup> January 2024   | Charles Hamilton    | 900          |
| 8     | 8 <sup>th</sup> January 2024   | Johanna Smith       | 900          |
| 9     | 11 <sup>th</sup> January 2024  | Tanice Bent         | 900          |
| 10    | 11 <sup>th</sup> January 2024  | Romaine Barnes      | 800          |
|       |                                | <b>Total</b>        | <b>8,350</b> |

13

14

15

16

17

18

19

- 20
- 21 4. The maximum sentence is 10 years imprisonment for each offence.
- 22
- 23 5. The defendant pleaded guilty on her first appearance in the Grand Court on the 25<sup>th</sup> July 2025.
- 24

### 25 THE FACTS

- 26
- 27 6. The prosecution has provided a very detailed statement of the facts, which is set out in full below.
- 28 In summary in each of the ten incidents, the defendant advertised on a local website purporting
- 29 to have an apartment for rent which required the payment of a deposit in varying amounts in
- 30 order to secure the rental.



- 1
- 2 7. The defendant gave different addresses for the rental property including, 26 Lookout Gardens,
- 3 Bodden Town, 24 Cumber Avenue, Anthony Drive, 99 Ebanks Road, Vibes Lane, Mount
- 4 Pleasant, West Bay and beside Ryan Road in George Town.
- 5
- 6 8. The defendant met the prospective tenants at different places using two different motor cars. One
- 7 was borrowed from a friend and the other was rented from a rental car company. Some of the
- 8 places at which meetings took place were, ICCI Car Park in Newlands, Eastern Avenue, Mary
- 9 Street, Shamrock Road, the Library in George Town, Country Side Plaza, Crewe Road and the
- 10 Hospital parking lot.
- 11
- 12 9. The defendant used different names, including Kathy Phillips, Patty Sue Broomfield, Ms.
- 13 Brumfield, Susan, Donna, Suzan Bloomfield, Marsha, Susan Levy, Renee Henry, and Ranae
- 14 Chisholm.
- 15
- 16 10. The defendant used different phone numbers. She showed pictures of a property and gave various
- 17 move in dates. She gave different excuses as to why the property could not be viewed at the time
- 18 the deposit was being paid.
- 19
- 20 11. In each case once the complete deposit payment had been made the defendant became
- 21 uncontactable. The defendant admitted to changing her phone sim card after a payment had been
- 22 made so that the victim could not contact her. The victims tried to find the rental properties and
- 23 either the address given did not exist or the properties were already rented, and the defendant had
- 24 no connection to them.
- 25
- 26 12. Matters came to a head when Mr. Spooner, the partner of victim 9 Ms. Bent, and victim 10, Mr.
- 27 Barnes, who were co-workers, realised that they may have responded to the same advertisement.
- 28 They notified the police and Mr. Barnes arranged to pay the deposit balance of \$100 to the
- 29 defendant in the parking lot of a supermarket. The defendant was arrested when she turned up for
- 30 the meeting. She made full admissions to taking money for a room which did not exist and handed
- 31 over \$1425.00 of the money taken to the police.
- 32



- 1 13. Three cell phones were recovered from the defendant's hand bag and a receipt book. The phones  
2 had images which matched those sent to some of the victims.  
3  
4 14. In interview with the police, the defendant admitted that she was wrong but said that she did not  
5 force the victims to give her money.  
6

## 7 **The Prosecution's Summary of Facts**

### 8 **Count 1 - Anita Danso**

- 9 "6. Ms. Danso saw an advert on Ecaytrade on 22<sup>nd</sup> December 2023, for a room available for  
10 rent for \$650. The advert mentioned a shared kitchen and living room, and had the number  
11 322-9701 attached. The advert stated the address as #26 Lookout Gardens, Bodden Town.  
12  
13 7. Ms. Danso called the number and a woman (the defendant) answered. She told Ms. Danso  
14 that lots of people had been calling about the room and that she was expecting a deposit  
15 from them. If she was interested and needed the room urgently, she was told, she would  
16 have to pay the deposit.  
17  
18 8. They arranged to meet at the ICCI car park in Newlands. Ms. Danso attended with a friend  
19 to meet the defendant, who arrived in a white Honda Fit and gave her name as "Kathy  
20 Phillips". Ms. Danso indicated that her friend would also be living in the room and was  
21 told that the deposit required had to be increased to \$750. Believing she was securing the  
22 accommodation, she paid \$750 there and then.  
23  
24 9. The defendant wrote a receipt and allowed Ms. Danso to photograph it but did not provide  
25 a copy. She wrote her name as "Kathy Phillips". She told Ms. Danso there was only one  
26 key and she would have to cut another. The defendant said she was the landlord and lived  
27 at the address. The agreed move-in date was 1<sup>st</sup> January 2024. During the meeting, which  
28 took approximately an hour, the defendant sent photographs of the room via WhatsApp.  
29  
30 10. The following morning, Ms. Danso received a voice note on WhatsApp from the defendant  
31 indicating her husband bought her a surprise ticket to travel to the United States for the  
32 Christmas holidays. She was therefore unable to meet with the key as planned but would  
33 call her as soon as she got back on 30<sup>th</sup> December 2023.  
34  
35 11. On or around 28th December 2023, Ms. Danso drove to Lookout Gardens but could not  
36 locate #26. She called the defendant who said the address was actually #26 Kipling Street,  
37 Bodden Town. She then drove to Kipling Street and again could not see a #26 but could  
38 see #27.  
39  
40 12. She returned home and called the defendant again, who got upset and told her she was  
41 spoiling her vacation, before hanging up the phone. On 30<sup>th</sup> December 2023, Ms. Danso  
42 realised the defendant had blocked her phone number.



- 1 13. Having been sent a Facebook link to an article on Cayman Marl Road, Ms. Danso identified  
2 the defendant as the person that scammed her. She made a report to the police and provided  
3 the receipt, voice notes and photographs to the RCIPS.  
4  
5 14. The defendant was interviewed under caution on 6<sup>th</sup> February 2024. During interview, the  
6 defendant confirmed that she met Ms. Danso who paid the deposit. She accepted she gave  
7 the name “Kathy Phillips”, and that her intention was to obtain money by deception.  
8  
9

10 **Count 2 - Navehsa Christian**

- 11 15. On 22<sup>nd</sup> December 2023, Navehsa Christian was looking for a room to rent on Ecastrate,  
12 when she saw an advert for a room that would be suitable for her. She had been looking for  
13 a long time, and so was eager to move. She called the number in the advert (322-9701) and  
14 spoke with a woman (the defendant) who gave her name as “Pattysue Broomfield”.  
15  
16 16. Ms. Christian indicated she was interested in the property. As with others, she was told by  
17 the defendant that lots of people were asking about the room. Ms. Christian asked her not  
18 to rent the room to anyone else, and the defendant agreed to meet to take a deposit. The  
19 defendant, on request, sent four photographs directly to Ms. Christian purporting to be of  
20 the room.  
21  
22 17. Ms. Christian met the defendant on Eastern Avenue, near Maxine Beauty Salon, around  
23 4pm the same day. She waited for a while, before a woman walked out of the salon and  
24 asked “Are you Navehsa?” She responded in the affirmative and she then understood this  
25 woman to be “Pattysue Broomfield”, the defendant. Ms. Christian walked with the  
26 defendant to a white Honda Fit parked nearby. The defendant appeared to be looking for  
27 something, before indicating she could not find her receipt book.  
28  
29 18. Ms. Christian paid \$650. The defendant counted the money and indicated it was \$750, not  
30 \$650, for the deposit. When Ms. Christian pointed out the advert said \$650, the defendant  
31 did not say any more about the deposit amount. Instead, she indicated she would write in  
32 her book and allow Ms. Christian to take a photograph of it, in lieu of a written receipt. Ms.  
33 Christian read over what was written and signed this ‘receipt’.  
34  
35 19. The defendant indicated that now the deposit was paid, she would send Ms. Christian the  
36 details of the property and its location and would arrange to meet up another time to show  
37 the room and give her the key. The defendant told Ms. Christian that her husband was fixing  
38 the outlet of the room, but it would be ready by 1<sup>st</sup> January 2024 and that the property was  
39 in Lookout Gardens.  
40  
41 20. Ms. Christian contacted the defendant on 26<sup>th</sup> December 2023 to ask when she could come  
42 and see the room. Ms. Blake indicated she was off-Island having left the day before  
43 (Christmas Day). She said she would message Ms. Christian when she returned. Ms.  
44 Christian sent a further message on 1<sup>st</sup> January 2024, the intended move-in date, to find out  
45 when she would be returning to Island, as she needed to move from her current



1 accommodation very soon. She did not receive any response. Having still received no  
2 response by 14<sup>th</sup> January 2024, she contacted the police.

- 3  
4 21. During interview, the defendant confirmed Ms. Christian’s account. She indicated she  
5 never had any intention of renting her an apartment. Instead, she admitted her intention  
6 was to obtain money under false pretences.  
7

8 **Count 3 - Stanley Wissort**

- 9 22. Mr. Wissort, having been given notice by his landlord, began looking for an apartment to  
10 rent. On 23<sup>rd</sup> December 2023, he saw an advert for a suitable apartment on Ecastrate. The  
11 telephone number on the advert was 322-9701. He made an enquiry and received a voice  
12 note from a female promising to call him back (the defendant).  
13

- 14 23. 45 minutes later he received a call from the defendant who told him the apartment was still  
15 available, but that she was quite busy and there were lots of people calling. On that basis,  
16 Mr. Wissort was told, if he was interested, he should make a deposit. There were no  
17 photographs of the apartment on the advert, and so the defendant sent Mr. Wissort six  
18 photographs.  
19

- 20 24. Mr. Wissort agreed to pay the deposit. The rental price was not on the advert, but he was  
21 told by the defendant it was \$750 per month, including electric, water and Flow internet.  
22 Mr. Wissort was told the unit had a dishwasher and the deposit was \$650.  
23

- 24 25. Mr. Wissort met the defendant by Uncle Clems store and gave her \$650. She provided a  
25 pre-written receipt to write his name and signature on. She told Mr. Wissort that she was  
26 renting the apartment on behalf of a lady who was off-island and returning on 30<sup>th</sup>  
27 December 2023. The other lady had the key, she said, and so she could not show the  
28 apartment until she returned.  
29

- 30 26. A friend that accompanied Mr. Wissort noted that the receipt did not state an address or a  
31 name for the defendant. Ms. Blake wrote on the receipt “#24 Cumber Avenue” and told  
32 them her name was “Ms. Brumfield”.  
33

- 34 27. From 30<sup>th</sup> December 2023 to 1<sup>st</sup> January 2024, Mr. Wissort tried to reach “Ms. Brumfield”  
35 by telephone and WhatsApp, but was unable to. He checked Ecastrate, and the advert had  
36 been taken down. He subsequently made a report to the police on 1<sup>st</sup> January 2024.  
37

- 38 28. During interview, the defendant indicated she could not recall Mr. Wissort. When told of  
39 the circumstances she said that pretty much everything Mr. Wissort’s statement was true.  
40 She confirmed the meeting at Uncle Clems, and that she collected \$650.00 from him. The  
41 defendant said her intention was to take the money from him and keep it. When asked if  
42 she had an intention of renting him an apartment, she said “no”.  
43  
44  
45  
46  
47



1 **Count 4 - Esmerlin Garcia Gem**  
2

- 3 29. Ms. Gem was looking for a new apartment, when on 28<sup>th</sup> December 2023 she saw an advert  
4 on Ecastrate for a one-bedroom studio apartment. The rate was \$950 per month (for a  
5 single person), with a deposit of \$700. The advert gave the contact as “Susan”, and a  
6 telephone number 322-9670. The advert stated the apartment was available in two weeks.  
7 There were no pictures, but it was said to be on Anthony Drive.  
8
- 9 30. Ms. Gem called the number straight away, and a woman (the defendant) answered and  
10 identified herself as “Susan”. The defendant told Ms. Gem that two more people were  
11 interested in the apartment. As a result, Ms. Gem said she wanted to view the apartment.  
12
- 13 31. The defendant told Ms. Gem she was at the Party Store, across from Cotton Club, and told  
14 her to hurry as she would not be there for long. Ms. Gem called her friend Steve to take  
15 her. When she arrived, she called the defendant who was in a blue Honda Fit car, plate  
16 number 222 224. Ms. Gem asked Steve to video the interaction as she did not want to get  
17 scammed. She had been scammed before and was paranoid.  
18
- 19 32. Ms. Gem approached the car and spoke with the defendant, telling her she wanted to view  
20 the place. The defendant told her it was on Anthony Drive, that it was the yellow  
21 apartments, and that she could not show the place at the moment as there were tenants in  
22 situ. She told Ms. Gem she had no internet on her phone but would send pictures later. She  
23 took out a receipt book and told her she would give her a receipt for the deposit, which she  
24 would have to pay if she wanted to secure the place. She was told she could move in on  
25 15<sup>th</sup> January 2024.  
26
- 27 33. Ms. Gem agreed and paid \$700 to the defendant, who wrote a receipt which Ms. Gem  
28 signed. Pictures were later sent purporting to be of the apartment.  
29
- 30 34. On 31<sup>st</sup> December 2023, the defendant sent a message via WhatsApp to Ms. Gem  
31 reminding her that the apartment was not available until 15<sup>th</sup> January 2024, when she must  
32 pay the rent of \$950. She told Ms. Gem she would be in touch between 12-14<sup>th</sup> January to  
33 arrange to collect this money. Ms. Gem responded to say she would pay the rent when she  
34 received keys.  
35
- 36 35. Ms. Gem tried to contact the defendant on 10<sup>th</sup> January 2024, but the message did not go  
37 through. It appeared that she had been blocked. She tried to find other contact details for  
38 “Susan”, and, in the course of doing so, found the Cayman Marl Road article referring to  
39 the defendant as the perpetrator of rental scams. Ms. Gem recognised the defendant as  
40 “Susan”, with whom she had dealt.  
41
- 42 36. In interview, the defendant indicated she could not recall Ms. Gem. When she was told the  
43 location she met her, however, she remembered their interaction. She confirmed she took  
44 \$700 from Ms. Gem for an apartment on Anthony Drive which did not exist.  
45  
46



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

**Count 5 - Royston Peter Goes**

- 37. On 27<sup>th</sup> December 2023, Mr. Goes saw an advert on Ecastrate for a one-bedroom studio apartment. There was no address, but the advert indicated it was in George Town. He spoke with a woman (the defendant) on the number provided, being 322-9670. She told him the apartment was on Anthony Drive, but she could not show him the apartment at the time as tenants remained in situ. She arranged to meet him the following day to receive the deposit.
- 38. Mr. Goes met the defendant on 28<sup>th</sup> December 2023, in the car park of the Seventh Day Adventist Church on the corner of Smith Road and Hospital Road. She said her name was “Donna”, and that a deposit of \$700 was required to secure the room, with rent of \$900 due before the move-in date of 1<sup>st</sup> February 2024.
- 39. Mr. Goes paid \$700 in cash and received a receipt. He asked if it was possible to see the apartment from the outside, but she told him she did not have time as she had to drop her kids to school. After he left, the defendant sent Mr. Goes a message thanking him for the deposit, and indicating she would contact him on 31<sup>st</sup> January 2024 for the apartment key and first month’s rent.
- 40. On 18<sup>th</sup> January, Mr. Goes was off-Island but saw a post on Cayman Marl Road about a rental scam. He saw the photograph of the woman said to be the perpetrator and recognised her as “Donna”, with whom he had met and paid \$700. He contacted the police, and, when back on-Island the following day, attended the police station to make a report.
- 41. In interview, Ms. Blake confirmed she recalled her interactions with Mr. Goes. She said that he wanted to pay her the deposit and rent, but that she only took the deposit as she knew that in the back of her mind what she was doing was wrong. She admitted giving him a false name and that her intention was to obtain money from him using false information. When asked if she had anything else to say, she apologised and said she made a huge mistake. She said she would give all the people their money back if she could, and apologise. She knew it was wrong and is not proud of it.

**Count 6 - Julia Nakashima**

- 42. On 1<sup>st</sup> January 2024, Ms. Nakashima saw an advert on Ecastrate for a rental property at #99 Ebanks Road. The rent was \$700. There were no photographs, except a sign that showed “For Rent”. She sent a message to the contact number provided (322-9664) which had the name “readsky Ecastrate”. She communicated with a woman (the defendant) via WhatsApp who gave her name as “Suzan Bloomfield”. They agreed to meet for the payment of a deposit.
- 43. On 3<sup>rd</sup> January 2024, Ms. Nakashima met the defendant next to the library in George Town, by the bus parking. The defendant attended driving a blue Honda Fit, plate number 222 224. She paid her \$1,400 for the deposit and first month’s rent. She signed a rental



1 agreement electronically and sent it to the defendant. She arranged to view the apartment  
2 on 25<sup>th</sup> January 2024, and move in on 31<sup>st</sup> January 2024, when previous tenants moved out.  
3

4 44. Ms. Nakashima tried to contact the defendant multiple times after that, with no success.  
5 She went to Ebanks Road but could not locate #99. There was no property matching the  
6 description from the advert. After further attempts to contact the defendant, Ms. Nakashima  
7 made a report to the police.  
8

9 45. In interview, Ms. Blake said she knew about Ms. Nakashima, who works as a chef. After  
10 describing how persistent Ms. Nakashima was in wanting to rent the room, Ms. Blake  
11 chuckled. Upon being asked what was on her mind by DC White, Ms. Blake responded:  
12

13 “Um, its just, it, (like I said) I don't want to give myself right in what I did or any  
14 of what I'm, any of what I did was right. It shouldn't have been done; its wrong  
15 either way. But, I didn't ring these people's arms, or I didn't force dem to give me  
16 money, I didn't put a gun to their heads, or say give me your money. I told dem the  
17 place wasn't ready, you can't see it, Ms. Julia was one ah dem, persisted to want to  
18 pay for the place even though she knew she could not see the place. Even though  
19 she could not verify that I had an apartment for rent. She had, she had, she had full  
20 knowledge, this was a verification that she was not gonna see an apartment. And,  
21 she wanted to pay for this apartment, she wanted to meet up with me. She came on  
22 her own free will; I didn't drag her there".  
23

24 DC White said to her "So, you're saying she is to be blamed?"  
25

26 Ms. Blake replied "No! That's what I said, I did say that it does not say that I'm  
27 right, or what I did. But I'm just, these are thoughts in my head! That, (sigh), I  
28 didn't force, I didn't force these people; I mislead dem, but I didn't force dem to  
29 give me money".  
30

31 46. Ms. Blake admitted to taking \$1,400 from Ms. Nakashima for an apartment that  
32 did not exist.  
33

34  
35 **Count 7- Charles Hamilton**  
36

37 47. On 7<sup>th</sup> January 2024, Charles Hamilton saw an advert on Ecaytrade for an  
38 apartment in Mount Pleasant, West Bay. The advert only had a photograph of a  
39 closet with some clothes hangers. The advert did not say precisely where in Mount  
40 Pleasant the apartment was, so he called the contact number on the advert (322-  
41 9324) to find out.  
42

43 48. After trying a few times with no response, around 20 minutes later the defendant  
44 answered. She told him she could send other photographs on WhatsApp, and  
45 proceeded to send five more, including of a bedroom, bathroom and kitchen. She  
46 said the apartment was on Vibes Lane and provided directions. She said someone



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

- was inside the apartment so he could not view it, but the tenant was going on rollover at the end of the month and so it could be viewed after 1<sup>st</sup> February 2024.
49. Mr. Hamilton told the defendant he was still interested and wanted to pay the deposit, but he was in Bodden Town without access to a vehicle. She told him he could pay a deposit of \$850, and pay rent on 1st February 2024.
50. He shared the information with his girlfriend, Zoweth Marshall, who told him it sounded good and would call her father for a loan to pay the deposit. The arrangement was made, and Mr. Hamilton borrowed \$1000 from his girlfriend's father.
51. He contacted the defendant again, who told Mr. Hamilton she was in Savannah. Mr. Hamilton asked to meet by Countryside Fosters, but the defendant said it was too busy, and to meet by the AL Thompson side instead. She directed him to her blue Honda Fit by the Dragon Inn restaurant. When Mr Hamilton arrived, she told him she was called "Marsha".
52. During their conversation, the defendant told Mr. Hamilton she had removed the advert from Ecastrate because he had agreed to meet her. She said she had another advert for an apartment in Prospect, but she deleted it because she received about 20 calls and it was driving her crazy. Mr. Hamilton handed over \$900, but did not have exact change for \$850. The defendant agreed to carry \$50 towards the first month's rent. Mr. Hamilton was given a receipt with the defendant's name as "Marsha Williams".
53. On 8<sup>th</sup> January 2024, a co-worker told Mr. Hamilton he was looking for an apartment. Mr. Hamilton told his co-worker about the defendant, and indicated she had another apartment for rent in Prospect. His co-worker contacted the defendant and Mr. Hamilton observed a very similar conversation to the one he had had. She promised to send his co-worker photographs. Later that day, his co-worker jokingly showed Mr. Hamilton the photographs saying they looked similar to his apartment. It transpired that they were the exact same five photographs.
54. Mr. Hamilton told his girlfriend and they were both suspicious. However, they decided that the photographs could have been sent in error, and that they would wait for 1<sup>st</sup> February.
55. Mr. Hamilton's girlfriend later sent him the article from Cayman Marl Road, which led him to contact the police.
56. In interview, Ms. Blake accepted taking a deposit from Mr. Hamilton for an apartment that did not exist, and sending him photographs as described.



1 **Count 8 - Johanna Smith**  
2

- 3 57. On 5<sup>th</sup> January 2024, Ms. Smith was looking for an apartment on Ecaytrade when  
4 she saw an advert for a studio apartment for rent in Vibes Lane, West Bay, for \$975  
5 including utilities. The advert had a single photo of a bed and a telephone contact  
6 listed as 322-9324. She spoke to her friend Odelia Brown, who had also seen the  
7 advert, and they decided to rent the apartment together. Ms Smith sent a message  
8 to the seller on Ecaytrade, and then called the number. She spoke to a woman (the  
9 defendant) who gave her name as "Susan Levy". The defendant, upon being told  
10 Ms. Smith was interested, said she had spoken with her husband who said she  
11 could rent the apartment to Ms. Smith for \$900.  
12
- 13 58. There was an exchange of messages on 7<sup>th</sup> January, with further photographs sent  
14 by the defendant, who asked Ms. Smith if she was ready to pay. She indicated the  
15 rent was \$900, and the deposit was also \$900. Only the deposit was required for  
16 now. Ms. Smith spoke to her friend, who gave her \$300 towards the deposit, with  
17 an agreement to pay the extra \$150 back to Ms. Smith if she put up \$600.  
18
- 19 59. Ms. Smith messaged the defendant on 8<sup>th</sup> January 2024, who asked for her details  
20 to include on the receipt. They arranged to meet by the park on Vibes Lane. The  
21 defendant said to look out for a blue Honda Fit.  
22
- 23 60. They met at 2.30pm inside an apartment complex, and the defendant pointed out  
24 apartment #4, but indicated she could not show it currently as other people were in  
25 there. She said she would get the key at the end of the month and get the apartment  
26 cleaned ready for them to move in.  
27
- 28 61. Ms. Smith then gave the defendant \$900 and received a receipt in return. The  
29 receipt was signed by the defendant as "Susan Levy".  
30
- 31 62. The following day, Ms. Smith told her boyfriend she had paid for an apartment.  
32 He told her there were a lot of scams and that she should check this was not one of  
33 them. This made Ms. Smith worried, and so on 13<sup>th</sup> January 2024 she sent a  
34 message to the defendant but did not receive any response. She tried to call the  
35 number but it was disconnected. Her boyfriend told her to contact Sandra Hill, of  
36 Cayman Marl Road, for help. She was sent a photograph of the defendant by  
37 Cayman Marl Road, and Ms. Smith recognised her as being the person that  
38 scammed her and went by the name "Susan".  
39
- 40 63. Ms. Smith went back to the apartment complex on Vibes Lane, West Bay. She  
41 knocked on the door of apartment #4 and spoke with the occupants. They told her  
42 their landlord was male, and that they had no plans to move out anytime soon. As  
43 a result, Ms. Smith contacted the police.  
44
- 45 64. In interview, Ms. Blake recalled her interactions with Ms. Smith. She confirmed  
46 that her intention was to obtain her money by falsely advertising an apartment for  
47



1 rent that did not exist. She accepted pointing out apartment #4 to Ms. Smith, and  
2 admitted that she changed her SIM card the day after meeting with her. She did so  
3 because she did not want Ms. Smith to have any further contact with her.  
4  
5

6 **Count 9 - Tanice Bent**  
7

8 65. On 10<sup>th</sup> January 2024, Tanice Bent was sent a link via WhatsApp by her boyfriend,  
9 Garnett Spooner, to an Ecastrate advert for a two-bedroom, two-bathroom  
10 apartment. The advert stated that there was one room available with its own  
11 bathroom, with a shared kitchen, living room and washroom.  
12

13 66. The advert indicated that the advertiser was female and had a son. The amount  
14 sought was \$800 for a single person or \$900 for a couple. Based on the advert, she  
15 sent a message to 322-9985 expressing her interest.  
16

17 67. When the defendant responded, she said the room was available but she would not  
18 be able to view the room until 25<sup>th</sup> January 2024, but could move in on 1<sup>st</sup> February  
19 2024. She indicated she required a deposit of \$900. They arranged to meet on 11<sup>th</sup>  
20 January 2024 to pay the deposit.  
21

22 68. Ms. Bent and the defendant met at Panton Place on Crewe Road in the late  
23 afternoon on 11<sup>th</sup> January. The defendant arrived in a light blue Honda Fit, plate  
24 number 222 224. Ms. Bent paid \$900 to the defendant, who wrote a receipt using  
25 the name "Renee Henry". She told Ms. Bent she had to clean the apartment and  
26 would contact her. She said the house was a blue and white house on Crewe Road,  
27 #545.  
28

29 69. When Ms. Bent spoke to Mr Spooner that evening, and provided details of their  
30 meeting, Mr Spooner became concerned the defendant was a scammer. He advised  
31 Ms. Bent to ask for a copy of her ID. Ms. Bent sent a request to the defendant by  
32 message, but the defendant took offence and said she did not need to provide it.  
33

34 70. As a result, Ms. Bent made a complaint to the police on 13<sup>th</sup> January 2024.  
35

36 71. During interview, the defendant said she knew exactly about Ms. Bent, and  
37 confirmed she met her, took her deposit of \$900 and wrote a receipt with a false  
38 name, "Renee Henry". She was shown the Ecastrate advert and admitted posting  
39 it. She confirmed her intention was to obtain money from Ms. Bent using false  
40 information.  
41

42 **Count 10 - Romaine Barnes**

43 72. On 10<sup>th</sup> January 2024, Mr. Barnes and his girlfriend, Safon Campbell, were looking  
44 for an apartment on Ecastrate. They saw the same advert as Tanice Bent and  
45 Garnett Spooner. Mr Barnes sent an enquiry via WhatsApp to the number on the  
46 advert (322-9985).  
47



- 1                   73.     On 11<sup>th</sup> January, he and his girlfriend called the defendant and arranged to meet  
2                   and pay the deposit. They met at 7pm on 12<sup>th</sup> January 2025 in the parking lot of  
3                   the George Town Hospital. The defendant arrived in a blue Honda Fit, plate  
4                   number 222 224. He gave the defendant \$800, of a total \$900 deposit, and she  
5                   provided a receipt with the name “Rena Chisolm”. She told them the apartment  
6                   was located in a blue and white building beside Ryan Road.  
7  
8                   74.     Mr. Barnes became suspicious when he had a conversation with his co-worker,  
9                   Garnett Spooner, and it appeared they had each responded to the same advert and  
10                  paid a deposit.  
11  
12                 75.     Having notified the police of this, and in order to assist them, Mr. Barnes arranged  
13                 to meet the defendant to hand over the remaining \$100. They met at the Kirk  
14                 Market parking lot and the defendant arrived in the same vehicle as previously.  
15                 The police were notified and Ms. Blake was arrested.  
16  
17                 76.     During interview, Ms. Blake indicated she felt Mr. Barnes never intended to rent  
18                 any room, but instead was conspiring to trap her because of his friendship with Mr.  
19                 Spooner, which she heard reference to when in the Kirk’s car park. She also felt  
20                 that at the first meeting in the GTH car park, Ms. Campbell was asking too many  
21                 questions. She told police she should have gone with her gut, but accepted that she  
22                 was in the wrong. Even though they were only there to capture her, she said, she  
23                 admitted taking their money for a room that did not exist, and providing a false  
24                 name.”  
25

26     **VICTIM IMPACT REPORT**

- 27  
28                 15.     The Department of Community Rehabilitation (“DCR”) has provided a Victim Impact Report  
29                 (“VIR”) from Tanice Bent dated 15<sup>th</sup> September 2025. The Probation Officer’s assessment is that  
30                 this victim was impacted psychologically, emotionally and financially. She had to spend an extra  
31                 month in her previous flat which caused her inconvenience and additional expenses. It has taken  
32                 some time for her to recover financially. It has affected her ability to trust people, and she is more  
33                 cautious. She requests compensation in the sum of \$900.  
34  
35                 16.     The VIR in relation to Royston Goes is dated the 14<sup>th</sup> October 2025. He reports that after the  
36                 incident he was depressed and worried about where he would live. He was unable to focus at  
37                 work. He had to borrow money from friends in order to pay his landlord for the additional days  
38                 that he had to stay at that property. The Probation Officer concludes that he was affected  
39                 financially and psychologically.  
40



1 17. The VIR in relation to Ms. Christian and Ms. Danso is dated 15<sup>th</sup> September 2025. Both speak of  
2 the financial impact on them. Ms. Christian said that she had to rely on assistance from a family  
3 member in order to have a place to stay until she was able to save money. Ms. Danso said that  
4 she had to rely on the help of friends in order not to be homeless. Both indicated that they work  
5 for salaries at the lower end of the minimum wage scale and thus that saving money is not as easy  
6 for them as it is for others.

7  
8 18. The Probation Officer's assessment is that based on the information garnered the victims were  
9 significantly financially impacted.

10  
11 19. Both victims seek compensation.  
12

### 13 ANTECEDENT HISTORY

14  
15 20. The Prosecution submitted that the Court should take into account certain previous offending.  
16 The Court accepts the submissions of the defence that this offending though similar is twenty-  
17 five years old and is spent pursuant to the *Criminal Records (Spent Convictions) Act* (2018  
18 Revision). Consequently, these are not taken into account as part of this sentencing.  
19

### 20 SOCIAL INQUIRY REPORT

21  
22 21. The DCR has provided a Social Inquiry Report dated 22<sup>nd</sup> September 2025 ("SIR"). The Court  
23 has read the report in its entirety and takes into account everything said therein in favour of the  
24 defendant.  
25

26 22. The defendant is forty-three years old and the mother of five children. Three of the five are adults  
27 who are employed and the two younger children are fifteen and six years old.  
28

29 23. The defendant described to the Probation Officer a childhood in an unstable and unsafe  
30 environment with a mother who had alcohol issues. At different periods the defendant resided  
31 with different family members and says that she was subjected to abuse and neglect in these home  
32 environments. She had difficulties in school due to delinquent behaviours, frequent absconding



1 and being bullied. She did not complete High School having been expelled. She entered the work  
2 force at the early age of fifteen and worked at various jobs with intermittent and longer breaks  
3 until May 2025. There were multiple terminations from jobs and a few from which she resigned.  
4

5 24. She is currently unemployed and is supported by the Department of Financial Assistance and by  
6 interim child support payments from her husband.  
7

8 25. She was married for eight years but following a deterioration in the relationship, there has been  
9 a separation for about two years. Divorce proceedings are under way. Her youngest child is  
10 autistic, and she is concerned that if she is sentenced to custody, there would be no available  
11 childcare arrangements for him.  
12

13 26. She has been diagnosed with a chronic illness and has been prescribed medication for managing  
14 anxiety.  
15

16 27. Under the heading Attitude Towards the Offence, the defendant is recorded as attributing the  
17 offence to the financial neglect of her husband and lack of support in her marriage. The defendant  
18 states that her actions were motivated by a desire to meet her personal needs and provide for her  
19 children. She states that: -  
20

21 “...she initially posted a legitimate rental advertisement on Ecay Trade for a spare  
22 room in her home. She noted that she was successful in securing a tenant; however,  
23 from this experience, she developed the idea to create false listings. She admitted  
24 to posting multiple fraudulent advertisements, using different email addresses,  
25 SIM cards, and varied contact information, along with different photographs for  
26 each listing. She reported communicating with victims via WhatsApp, collecting  
27 only deposits (not full rent), and providing receipts using false names. She also  
28 disclosed that she used rental cars to meet victims in different locations, but  
29 emphasised that the vehicle owners were unaware of her activities.”  
30

31 28. The defendant acknowledged that the victims did not deserve to be deceived and admitted that  
32 she had misused their trust.



1  
2 29. The defendant was assessed as being at high risk of re-offending with four of the eight  
3 criminogenic factors above medium levels. The Probation Officer states: -

4  
5 “Mrs. Brown-Blake demonstrated significant use of neutralisation techniques,  
6 including justification, minimisation, and displacement of blame. She repeatedly  
7 suggested that her husband’s lack of financial support was the primary reason for  
8 her actions, framing the offence as a response to her personal and family  
9 circumstances rather than a deliberate choice to defraud others.

10  
11 The client minimised the seriousness of the offences by emphasising that she only  
12 collected deposits and did not take full rent, and further suggested that the victims  
13 were still able to meet their housing obligations elsewhere. She also attempted to  
14 portray her actions as an impulsive, one-time decision driven by a desire to provide  
15 her children with a good Christmas, rather than acknowledging the calculated  
16 nature of her behaviour (use of multiple email addresses, different SIM cards, false  
17 names, and rental cars).

18  
19 Mrs. Brown-Blake displayed limited victim empathy. While she stated that she and  
20 her children were the true victims of her behaviour, she only later conceded that  
21 the individuals she deceived “did not deserve it.” Her responses lacked evidence  
22 of genuine remorse or moral reflection, as she failed to recognise the real financial  
23 loss and emotional distress experienced by her victims.

24  
25 In addition, she showed defensiveness when asked about her criminal history and  
26 offence details, at times suggesting that the provision of such information was  
27 unhelpful to the matter. She also criticised aspects of the legal process, such as the  
28 confiscation of her passport, framing this as “ridiculous” rather than  
29 acknowledging it as a legitimate consequence of the offending behaviour.

30  
31 While she expressed a preference for a 12-month Probation Order, this was  
32 presented as a convenient sentencing outcome rather than as part of a demonstrated





1 34. Sashoy Duncan<sup>4</sup> is the First Elder of a local church. Ms. Duncan writes of knowing the defendant  
2 since 2010 when the defendant was a member of that Church and attended regularly until 2014.  
3 Ms. Duncan states that over the years the defendant has displayed strength of character,  
4 compassion and a heart that genuinely seeks to do what is right. She also states that the defendant  
5 has expressed remorse following these charges and her fear of being separated from her children  
6 who depend deeply on her. The defendant is said to be taking meaningful steps towards change  
7 and has returned to church.

8  
9 **DEFENDANT’S LETTER TO THE COURT**

10  
11 35. The defendant has written a detailed letter to the Court<sup>5</sup>. She extends a sincere, heartfelt and  
12 unreserved apology to those harmed by her actions. She acknowledges that her circumstances  
13 however desperate do not excuse the impact of her choices. She asks the Court to understand how  
14 desperation silence and pain led her to make this mistake. She describes herself as enduring a  
15 marriage marked by emotional and financial abuse without spousal and child support and as  
16 desperately seeking to obtain jobs. She said that she was subject to weight discrimination and  
17 was broken. As Christmas approached she thought of her children going without food or gifts  
18 and panicked. She states:

19  
20 “What I did was wrong. I deceived others, and I carry that burden every day. But  
21 I did not act out of greed – I was drowning. I was trying to survive. I had never  
22 imagined myself capable of committing a crime, and I had never done anything  
23 like this before. I deeply regret my actions and am sincerely sorry to those I hurt.  
24 If I could undo it, I would. I have accepted responsibility from the moment of my  
25 arrest and have never tried to deny it.”

26  
27 36. She states that after her arrest in 2024 she had a major health issue. The end result is that following  
28 receipt of critical hospitalised care she has a chronic condition which requires daily medication.  
29 Her attempts to work thereafter were stymied by false media reports about her by a particular

---

<sup>4</sup> Letter undated

<sup>5</sup> letter dated 29<sup>th</sup> June 2025.



1 media outlet. She has begun the long process of rebuilding her life including ending what she  
2 describes as a relationship which caused her to be living in a toxic and abusive environment.

3  
4 37. She states: -

5  
6 "I am not just the crime I committed. I am not just the headlines. I am a woman who was  
7 silenced in her own home, judged for her appearance, rejected by her society, abandoned  
8 by her spouse, debilitated by illness, and devastated by her mistakes. But I am also a  
9 woman trying – every single day – to grow, to heal, and to become someone her children  
10 can be proud of."

11  
12  
13 **THE SUBMISSIONS**

14  
15 38. The prosecution submits that under the *Cayman Islands Sentencing Guidelines* for the offence,  
16 this is a case of High Culpability based on the large number of victims and that the combination  
17 of offences even prior to consideration of totality puts this in the High Culpability category.

18  
19 39. The prosecution also submits that these are offences of significant planning and of a sophisticated  
20 nature. In support of this reliance is placed on the fact that the defendant placed multiple adverts  
21 on Ecaytrade, using multiple email addresses and multiple cell numbers (including disposing of  
22 them tactically when required) and used a series of names, all aimed at avoiding detection.  
23 Counsel says that while certain elements could be seen as careless, there was a significant degree  
24 of careful planning that went into her offending.

25  
26 40. Reference is also made to the length of time over which the fraudulent activity took place being  
27 between December 2023 and January 2024. Counsel submits that this is not a one-off offence  
28 and that the inference is that the offending would have continued had it not been for the creation  
29 of the meeting that led to her arrest.

30  
31 41. It is also submitted that whilst the prosecution does not say that the victims were particularly  
32 targeted based on their vulnerability, it must be borne in mind that the lack of affordable rental



1 accommodation in the Cayman Islands created the opportunity which was exploited by this  
2 defendant. In this way it may be said that she exploited a potentially vulnerable corner of the  
3 labour market.

4  
5 42. As to the level of harm, the prosecution submits that each offence considered separately is in  
6 Category 3 but that the harm based on cumulative value is Category 2 Harm.

7  
8 43. A Category 2A case has a starting point of 4 years' custody with a range of sentence of 2 years to  
9 6 years' custody.

10  
11 **SUBMISSIONS OF THE DEFENCE**

12  
13 44. Defence Counsel submits that while it is accepted that there was a degree of planning involved,  
14 this was not a sophisticated offence. Counsel says that this is perhaps best evidenced by the  
15 relatively straightforward detection of the defendant by law enforcement.

16  
17 45. Counsel argues that although significant planning is one feature which is capable of supporting a  
18 higher culpability categorisation, when one looks at the overall impression given by the high and  
19 lower culpability features, this case does not fit neatly into either category and is best suited to a  
20 medium culpability categorisation.

21  
22 46. The submission as to harm, is that this is a low-end Category 2 harm case. Counsel submits that  
23 significant and additional to the harm inherent in a Category 2 obtaining property by deception  
24 case i.e., the harm one would expect in a case in which an individual is conned out of up to  
25 \$50,000 would need to be present before an uplift in the categorisation would be appropriate.

26  
27 47. A category 2B case has a starting point of 2 years and a range of sentence of 1 to 4 years' custody.

28  
29 48. Defence Counsel submits that the VIRs do not disclose significant additional harm to an extent  
30 which would serve to raise the categorisation. Counsel said that Mr. Goes is the only one who  
31 discloses some additional harm above that which is financial, but that this is not significant.



1 Counsel said that there is nothing special about this case. The victims have suffered to the extent  
2 that one would expect, and the offending remains a low-level Category 2.

3  
4 49. Counsel submitted that the offending is not charged as a rolled up count. There are separate  
5 counts, but it is accepted that at the end, the sentence must reflect the overall criminality.

6  
7 50. Counsel said that it is conceded that there was significant planning by virtue of the steps taken to  
8 provide names and advertisements. However, it is a matter of dispute whether this was  
9 sophisticated or not. The submission is that it is not. Counsel said that there is thus only one  
10 feature suggesting higher culpability. This is more accurately described as a medium culpability  
11 case that falls between the two levels.

12  
13 51. Counsel submitted that there were external pressures which contributed to this offending. There  
14 was financial abuse or negligence on the part of her spouse, which has affected her culpability in  
15 a downward sense.

16  
17 52. Counsel said that this is a Category 2 Harm case and depending on culpability the starting point  
18 is either 4 years or 2 years because it is at the lower end of the range of harm.

19  
20 **SUBMISSIONS IN MITIGATION**

21  
22 53. In mitigation, defence Counsel submitted that \$1425 was returned to the last victim. Counsel said  
23 that the defendant is a forty three year old Caymanian who has been separated for some time  
24 from her husband. The relationship is not a positive one.

25  
26 54. The older children are successful individuals. The younger children remain in her care. Counsel  
27 submitted that the defendant had a particularly difficult upbringing. There was neglect and abuse  
28 in the home such that she had to be placed under the care of the State. In adulthood she had her  
29 older children at a relatively young age. She was left to care for her younger children who are of  
30 the marriage on her own and had to seek an order for financial provision. She was in a financially  
31 vulnerable position leading to the commission of the offences. She has tried to be employed and  
32 has undertaken a number of courses.



1  
2 55. She has had health challenges which have impacted her health and employment. She is currently  
3 still suffering from employment challenges given the publicity surrounding her behaviour but is  
4 still very desirous of getting into employment. Counsel said that the references from her children  
5 as recorded in the SIR endorse the fact that she remains a caregiver and a loving mother to her  
6 children. The lack of support from her husband impacted her.

7  
8 56. Counsel submitted that there are aspects of the SIR which are of concern, where it is stated that  
9 the defendant did not demonstrate a degree of understanding. The defendant does not agree with  
10 this and invites the Court to look at her own letter which she prepared. This shows a significant  
11 degree of understanding and remorse. Counsel said that the defendant has always accepted her  
12 guilt throughout her arrest and arraignment. Counsel said that when the SIR was being prepared  
13 this was a challenging time for the defendant who had been struggling with the consequences of  
14 what she had done.

15  
16 57. Counsel said that the references provided speak to her genuine remorse and the fact that she is  
17 working to address her underlying issues and to make herself a better person. Counsel said that  
18 that it is commendable that she has made known to people what she had done.

19  
20 58. Counsel submitted that this is not a traditional breach of trust case and it is possible for there to  
21 be a non-custodial sentence. Counsel asked the Court in the exercise of its discretion to consider  
22 the following: -

- 23  
24 i) The length of time that the defendant has been crime free, that she is in effect of good  
25 character.  
26 ii) Her caregiving responsibilities in particular for her six-year-old child.  
27 iii) Her efforts at addressing rehabilitation in the community.  
28 iv) Her sentence can have an element of supervision.

29  
30  
31 59. Counsel said that the sentence should be immediate only if the Court is satisfied that another  
32 sentence does not meet the gravity of the offence. Counsel said that the defendant has learnt her  
33 lesson and a suspended sentence would give her the opportunity to prove this.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

**THE SENTENCE**

- 60. In the Court’s view the offending is serious for several reasons. This was sustained and repeated offending over a period of weeks. This was not a one-off offence.
- 61. It is difficult to agree with defence Counsel that there is nothing special or different about this case.
- 62. This is not a case where all that was lost was the money stolen. This was more than money. In each case the victims were seeking homes. They were given move in dates which turned out to be false. It is evident from the level of deposits requested and from the VIRs that the targets were lower income earners. Not only were these persons who could ill afford to lose what to them were substantial savings, but their living arrangements were put at risk. Two of the victims say that they had to resort to the kindness of family and friends in order as one put it “not to be homeless”.
- 63. In the Court’s view the nature of the fraud affecting as it did peoples’ living arrangements must inevitably bring with it a high level of inconvenience. The summary of facts highlights the circumstances of victims driving from one place to the other to try to find an apartment that did not exist and making multiple arrangements to collect keys which were never forthcoming.
- 64. In the Court’s view the custody threshold is firmly passed.
- 65. In this case the Court is faced with a balancing exercise among a number of competing interests and objectives. The sentence must take account of the gravity and seriousness of the offence but must also be tailored to the individual circumstances of the defendant which include her evident remorse and difficult personal circumstances.
- 66. In the Court’s view the culpability in this case is high due to the significant planning which was undertaken as is evident from the circumstances outlined above. The defendant used a website, different phone numbers, locations, names and excuses as to the reasons that the properties could not be viewed. She sent pictures of those properties.



- 1 67. As to the level of harm as there are not VIRs from all victims, the harm is set as Category 3  
2 medium level for each individual offence. An offence of High Culpability and Medium Harm has  
3 a starting point of 15 months imprisonment.  
4
- 5 68. In mitigation account is taken of all the circumstances urged by her Counsel, by the SIR and by  
6 her character witnesses. She is remorseful, of good character, the primary caregiver and a caring  
7 mother of two young children, one of whom requires special care. She had a difficult childhood  
8 and as an adult a difficult marriage where she was subjected to circumstances which are said to  
9 have led to this offending. She has made genuine efforts towards rehabilitation. She has health  
10 issues. A portion of the overall amount taken has been repaid. These circumstances serve to  
11 reduce the sentence by 6 months to one of 9 months imprisonment.  
12
- 13 69. The defendant is given the full one third credit for her guilty plea, which came at the first  
14 reasonable opportunity, of 3 months, for a final sentence of 6 months on each Count.  
15
- 16 70. The Court considers the principle of totality, this being a case of multiple victims, and considers  
17 whether the sentences should be concurrent or consecutive. The Court is mindful of the principles  
18 set out in paragraph 6 of the *Cayman Islands Sentencing Guidelines* with respect to concurrent  
19 and consecutive sentences as follows:  
20

21 **“6.1 Concurrent Sentences**

22 *It is wrong in principle to impose sentences to run consecutively where those*  
23 *offences, though distinct in law, arose out of a single act so that the overall*  
24 *criminality for the offender can be represented by concurrent sentences.*

25 *Concurrent sentences will ordinarily be appropriate where:*

26 *(a) Offences arise out of a related incident or facts.*

27 *(b) There is a series of offences of the same or similar kind especially when*  
28 *committed against the same victim.*

29  
30 *Where concurrent sentence are passed, the sentence should reflect the overall*  
31 *criminality involved. The sentence should be appropriately aggravated by the*



1                                    *presence of the associated offences and thus the court may increase sentence for*  
2                                    *the principal offence to reflect the gravity of conduct:*

3  
4                    **6.2    *Consecutive Sentences***

5                    *Consecutive sentences will ordinarily be appropriate where:*

- 6                                    *a) Offences arise out of unrelated facts or incidents.*  
7                                    *b) Offences are of the same or similar kind but where the overall*  
8                                    *criminality will not sufficiently be reflected by concurrent sentences*

9                                    *for example:*

- 10                                    *i.        Where offences are committed against different victims.*  
11                                    *ii.       Where sexual offences or domestic violence are*  
12                                    *committed against the same individual.*  
13                                    *iii.      Where the offender commits the same or similar offence*  
14                                    *after being arrested for the original offence.*  
15                                    *iv.      Where the maximum penalty available for the most*  
16                                    *serious offence is too low to enable the court to reflect the*  
17                                    *overall seriousness of the offences taken as a whole.*

18                                    *...”*

19  
20            71.    In the instant case there are multiple victims with the offending committed over multiple days.  
21                    The gravity of the offending must be reflected in the overall sentence. It is thus appropriate that  
22                    the sentences or some aspect of them run consecutively. To this end the sentence on Count 6, 3<sup>rd</sup>  
23                    January 2024 is to run consecutively to the sentence on Count 1, (22<sup>nd</sup> December 2023) and the  
24                    sentence on Count 10, 11<sup>th</sup> January 2024 is to run consecutively to the sentence on Count 6 for a  
25                    total sentence of 18 months imprisonment.

26  
27            72.    The Court has given consideration to whether this sentence should be served immediately or any  
28                    part of it may properly be suspended. The Court is mindful of the principles set out in the  
29                    ***Alternative Sentencing Act***. Custody should be reserved for the most serious offences and that a  
30                    convicted person should not be deprived of liberty if less restrictive sanctions may be appropriate.



1 73. The *Guidelines* provide that passing the custody threshold does not mean that a custodial  
2 sentence is deemed unavoidable, custody can still be avoided in the light of personal mitigation  
3 or where is suitable intervention in the community.  
4

5 74. This Court does not consider that the personal circumstances of the defendant balanced against  
6 the gravity of the offending are such as to make a sentence of immediate custody avoidable in  
7 this case. The defendant raises lack of financial support and abuse in her marriage which led her  
8 to commit the crimes but surely there must have been other options. These are the very options  
9 that the defendant is pursuing now, government assistance and child support. From her letter and  
10 presentation to the Court, the defendant is clearly an intelligent individual. It is hard to accept  
11 that she contemplated that her only option was to steal. It is also difficult to reconcile the claim  
12 of desperation for her children to be provided for over Christmas, when the activity continued  
13 through to the 11<sup>th</sup> January.  
14

15 75. The aims of sentencing in this case, given the levels of victims affected, must include punishment  
16 and deterrence. It cannot only be focused on rehabilitation. The nature of the offending which  
17 strikes at the heart of one of the most basic needs of society for shelter requires that there must  
18 be deterrence not only of the defendant but of like minded persons in the wider community.  
19

20 76. The defendant is at high risk of re-offending. This is a concern. The Court must consider the  
21 protection of the public. Even if rehabilitation in the community were to be given pre-eminence  
22 over punishment, the Probation Officer's assessment casts doubt on the defendant's level of  
23 motivation. The Officer stated: -  
24

25 "Mrs. Brown-Blake has been assessed as presenting a high risk of reoffending  
26 according to the LS/CMI assessment. She has not demonstrated full  
27 acknowledgement of the seriousness of her actions and continues to minimise her  
28 level of responsibility, often attributing her behaviour to external factors such as  
29 her marital difficulties and financial strain. While she has maintained compliance  
30 with legal proceedings to date, her conduct reflected defensiveness, resistance, and  
31 a limited capacity to appreciate the impact of her actions on others."  
32



1 77. Counsel has suggested that this was due to the defendant’s state of mind at the time of the  
2 preparation of the report.

3  
4 78. At the end of the last hearing the Court sought the further assistance of the Officer in relation to  
5 the care of the younger children should a sentence of immediate custody be imposed or  
6 alternatively the options for rehabilitation in the community.

7  
8 79. The Officer has provided an addendum report dated 24<sup>th</sup> October 2025. This states in part the  
9 following: -

10  
11 “Mrs. Olishea Patricia Brown-Blake was assessed as presenting a high risk of  
12 reoffending, with several specific risk/need factors identified. These include  
13 deficits in problem-solving and self-management, moral reasoning, consequential  
14 thinking, and affective empathy.

15  
16 Additionally, the client’s motivation to change is assessed to be at the pre-  
17 contemplation stage. While she has reported engagement with HSA Behavioural  
18 Health, has recently resumed church attendance, and has signed up for counselling  
19 at The Counselling Centre, the timeframe and level of engagement are not  
20 sufficient at this stage to indicate that the client is genuinely contemplating  
21 meaningful behavioural change.”

22  
23  
24 80. The defendant has provided a detailed response in which she seeks to provide clarification and  
25 context.

26  
27 81. In summary she states that although the report lists her as “high risk” and in the “pre-  
28 contemplation stage,” she has shown consistent commitment to change since her arrest in January  
29 2024. She says that she entered an early guilty plea, followed all bail and Court conditions,  
30 remained crime free and attended therapy for anxiety, trauma, and depression. She has also re-  
31 engaged with her church community.



- 1 82. She asks that any social media restriction on her be limited as she earns income lawfully through  
2 digital marketing and has plans for a separate career in a field which will require use of digital  
3 media.
- 4  
5 83. She maintains her position that she was in a long term abusive relationship where there was a  
6 pattern of intimidation and control.
- 7  
8 84. She says that her youngest child who has been diagnosed with autism spectrum disorder depends  
9 heavily on routine and her daily care. She says that her older son struggles with depression and  
10 fears being separated from her, that both children are emotionally close and should remain  
11 together under her care.
- 12  
13 85. She states that her older son resides with her, is temporarily unemployed because of the slow  
14 tourist season and if she were imprisoned, he would lose his home because it is rented in her  
15 name through Government assistance.
- 16  
17 86. She re-iterates her commitment to finding employment, to living responsibly in the community  
18 and asks that her children not be punished for her actions. She apologises again for her actions.
- 19  
20 87. Both Counsel have today been afforded the opportunity to make further submissions. Defence  
21 Counsel drew the Court's attention to paragraph 5A-82 of *Archbold* 2024 and the reference  
22 therein to the case of *R v Petherick*<sup>6</sup>. Counsel said that there are special features to this case. The  
23 youngest child, while at a high functioning level is in need of special care. Counsel said that the  
24 children have been witness to domestic violence in the marital home. There is a question whether  
25 the youngest child would be properly cared for in the father's home. Counsel said that in the  
26 circumstances of this case all the factors taken together tip the balance in favour of a community-  
27 based sentence. Such a sentence could be made stringent and meet the Courts' objective when it  
28 comes to punishment. Counsel said that in the delicate balancing exercise required in this case, a  
29 sentence of immediate custody would amount to a disproportionate interference with family life.
- 30  
31 88. The Court is mindful of the defendant's family circumstances and that any sentence of custody  
32 will affect her dependents and has given anxious consideration to this. The judgment of the

---

<sup>6</sup> [2012] EWCA Crim 2214



1 English Court of Appeal in the case of *R v Petherick* provides guidance as to the approach which  
2 a court should take when seeking to balance what may be an interference with family life with  
3 the pursuit of a legitimate aim in sentencing. The Court identified a number of relevant principles  
4 to be taken into account some of which are set out below.

5  
6 89. The Court stated: -

7  
8 “17. We do think however that we ought to say these brief things by way of general  
9 observation. First, the sentencing of a defendant inevitably engages not only her  
10 own article 8 family life but also that of her family and that includes (but is not  
11 limited to) any dependent child or children. The same will apply in some cases to  
12 an adult for whom a male or female defendant is a carer and whether there is a marital  
13 or parental link or not. Almost by definition, imprisonment interferes with, and often  
14 severely, the family life not only of the defendant but of those with whom the  
15 defendant normally lives and often with others as well. Even without the potentially  
16 heart-rending effects on children or other dependents, a family is likely to be  
17 deprived of its breadwinner, the family home not infrequently has to go, schools may  
18 have to be changed. Lives may be turned upside down by crime.

19  
20 18. Second, the right approach in all article 8 cases is to ask these questions: A. Is there  
21 an interference with family life? B. Is it in accordance with law and in pursuit of a  
22 legitimate aim within article 8.2? C. Is the interference proportionate given the  
23 balance between the various factors? That is carefully set out by Lady Hale in her  
24 speech in HH. Although she was in the minority as to the outcome in relation to one  
25 of the persons sought for extradition, she gave at paragraph [30] this analysis with  
26 which there was general agreement. That approach is as true of sentencing as of any  
27 other kind of case in which family life is in question. Of course in sentencing, the  
28 first two questions will usually be straightforward. There will almost always be some  
29 interference with family life and it will be in accordance with law and due to  
30 legitimate aims. It is the third question which may call for careful judgment.”  
31



1 90. The balancing of aims include the recognition of society’s need to punish serious crime, the  
2 interest of victims and the need for there to be appropriate deterrence. The Court stated:

3  
4 “Fifth, in a criminal sentencing exercise the legitimate aims of sentencing which  
5 have to be balanced against the effect of a sentence often inevitably has on the  
6 family life of others, include the need of society to punish serious crime, the  
7 interest of victims that punishment should constitute just desserts, the needs of  
8 society for appropriate deterrence (see section 142 Criminal Justice Act 2003) and  
9 the requirement that there ought not to be unjustified disparity between different  
10 defendants convicted of similar crimes. Moreover, as Sachs J pointed out in the  
11 South African Constitutional Court in N v The State [2007] ZACC 18, in a case in  
12 which there was under consideration a specific provision in the Constitution which  
13 required the interests of an affected child to be "the paramount consideration", not  
14 only society but also children have a direct interest in society's climate being one  
15 of moral accountability for wrongdoing.”

16  
17 91. It was stated that where custody cannot proportionately be avoided, the effect on children may  
18 afford grounds for mitigating the length of the sentence: -

19  
20 “24. Eighth, in a case where custody cannot proportionately be avoided, the  
21 effect on children or other family members *might* (our emphasis) afford grounds  
22 for mitigating the length of sentence, but it may not do so. If it does, it is quite  
23 clear that there can be no standard or normative adjustment or conventional  
24 reduction by way of percentage or otherwise.”

25  
26 92. This Court is firmly of the view that a custodial sentence is proportionate to the offending in the  
27 instant case and that this is not a case on the cusp between immediate custody and not. The Courts  
28 is also of the view given the gravity of the offending and balancing all factors that but for the  
29 children of the defendant and their particular needs, the appropriate sentence is one of 18 months  
30 imprisonment.



1 93. The Probation Officer has at the Court's request provided care options for the children should the  
2 defendant be incarcerated. The youngest child would be cared for by his grandmother and the  
3 older child by the State since his older sister who had initially offered to care for him has now  
4 resiled from that position. As the case of *Petehrick* notes, children themselves must understand  
5 that there are consequences for actions and must learn moral responsibility. The Probation Officer  
6 states that these arrangements would provide for the immediate safety, supervision and stability  
7 of both children during any custodial period. This Court is confident that the State which is  
8 presently providing rental accommodation for the defendant and her family will continue to  
9 provide for her children and ensure their care and protection.

10  
11 94. However, the Court does treat the effect on the children as a further mitigating factor and reduces  
12 the sentence as a result of this from 18 months to one of 12 months imprisonment.

13  
14 95. In conclusion, having considered all the circumstances with care, the sentence imposed is one of  
15 immediate imprisonment of 12 months.

16  
17 96. The Probation Officer, who is in Court, is asked now to put in place the identified arrangements  
18 for the children.

19  
20 97. A compensation order is made in the sum of \$1,425. This is to be satisfied from the funds held  
21 by the Police.

22  
23 **Dated this the 29<sup>th</sup> day of October 2025**

24  
25 A handwritten signature in blue ink, appearing to be "Cheryll Richards", written in a cursive style.

26 **The Hon. Justice Cheryll Richards KC**  
27 **Judge of the Grand Court**