



No. 1
Plaint

RY COURT AT GEORGE TOWN

Cause No. SC _____ of 2021

BETWEEN: Dennis Trevor **WALKINGTON**

Plaintiff

AND: Dausea Melody **SCOTT**

Defendant

To the Defendant

C/o Family Support Unit
Anderson Square, 2nd Floor
64 Shedden Road
George Town
Grand Cayman

THIS PLAINT has been issued against your by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If **you fail** to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 16 day of December 2021

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. The Plaintiff and the Defendant are known to each other through work and subsequently what would be described as a close friendship which developed in 2012. However, in January 2016 the friendship became somewhat acrimonious and broke down. During the friendship, the Defendant secured from the Plaintiff various financial amounts, the details of which are as follows:
2. Between the **10th August 2015** and **21st September 2017**, the Plaintiff loaned the Defendant various sums of cash totaling **CI\$10,972.47** for land related expenditure and bill payments. In addition, the Plaintiff provided the Defendant with a credit card for emergency use only, but it will be seen from the below narrative that the Defendant abused its use and ranked up unauthorized monetary transactions totaling **CI\$5,314.75** in a ten-week period.

Land Expenditure

3. In 2014, the Defendant, with the assistance of the Plaintiff, identified a vacant plot of land in the Beach Bay area of Bodden Town, Grand Cayman, which would be suitable for the construction of a residential home. The Defendant bought the land which at the time was very overgrown with trees and vegetation.
4. Then at some time in 2015 the Defendant decided that they wanted to build a house on the land even though they did not have the financing to do so as they had the loan to pay for the land purchase. However, in July 2015 the Defendant contracted the architectural services of GMJ Home Plans Ltd to supply a building design for a property to be built on the land, even though the site had not been cleared. The total cost of the service was CI\$4,849.00, which would be paid in four installments.
5. The Plaintiff recalls that on 10th August 2015, and at the request of the Defendant, the Plaintiff had to attend GMJ Plans Ltd and pay for the next instalment of the invoice that was owed because the amount had become overdue. At this time, the Plaintiff paid the installment figure of **CI\$1,198.50** on the expectation that the monies would be refunded to the Plaintiff in due course.

- 6. In September 2015, the Plaintiff paid for the Defendant’s land to be cleared and purchased some soil for fill as a gift for their upcoming birthday. This transaction does not form part of any claim.
- 7. In October 2015, the Defendant instructed Paul A. Bodden Heavy Equipment Service Ltd to lay 327 Cubic yards of road rock as the foundation for the proposed residential building. The price of the material and work undertaken came to **CI\$10,029.00**. Unfortunately, the Defendant had not even considered the cost and found themselves with only **CI\$4,000** in available funds. The Defendant then asked the Plaintiff to make up the shortfall as the work had been completed and the full amount was now due. The Plaintiff was placed in an unenviable position and had no choice but to pay the balance of **CI\$6,100.00** on the understanding that the monies would be reimbursed at a later date.

BEACH BAY LAND EXPENDITURE:

8.

DATE	TRANSACTION	AMOUNT	RUNNING TOTAL
28/10/2015	Land prep Beach Bay	CI\$6,100.00	CI\$6,100.00
10/08/2015	Planning fees	CI\$1,198.50	CI\$7,298.50
		TOTAL =	CI\$7,298.50

Credit Card Expenditure

- 9. In July 2015, the Plaintiff provided the Defendant with two Virgin Atlantic credit cards as an additional card holder on the Plaintiff’s account that was held in the UK. This was done because the Defendant had told the Plaintiff that they were going overseas on a work-related course and did not have one. The Plaintiff then provided the cards on the proviso that it was only to be used in case of an emergency. Unfortunately, from the 15th February 2016 until the cards were destroyed shortly after the 26th April 2016 the ‘**visa card**’ was used by the Defendant on an almost daily basis to supply all their needs and culminated in a total of **CI\$5,314.75** having been spent!
- 10. It was unfortunate that the Plaintiff did not become aware of the card’s excessive usage until checking online in April 2016 as the paper statements, which were only issued monthly, would go to the Plaintiff’s home in England.
- 11. Following this, the Plaintiff would not receive the statements for many months because the Plaintiff had to wait until someone from the UK was travelling to Cayman, and they would bring the redirected post with them.

12. It should be noted that in the Defendant's letter dated 14th October 2019 [p2], the Defendant states the following, ***"I told you (The Plaintiff) that I would accept them on one condition and that you (The Plaintiff) agree to allow me (The Defendant) to always pay what I would have spent each month."***
13. The Defendant makes further comments that because they had not been provided with the transaction statements by the Plaintiff, they could not make any reimbursement due to not knowing the amounts involved.
14. As for the Defendant's agreement to reimburse their card spending, the Defendant was far better placed than the Plaintiff to know what had been spent because the Defendant would have been provided with all the receipts of their purchases by the supplier. In view of this, the statements would have been useless as they were not available at the time because they were in the UK. What the Defendant did was to abuse the Plaintiff's trust.

SCHEDULE of CREDIT CARD TRANSACTIONS: (U.S. expenditure highlighted in yellow):

15.

No.	DATE	TRANSACTION	AMOUNT	RUNNING TOTAL
1	15/02/2016	Cellular World	\$61.25	\$61.25
2	17/02/2016	Macdonalds Bar & Rest	\$40.00	\$101.25
3	17/02/2016	Texaco McTaggart (Gas)	\$43.75	\$145.00
4	19/02/2016	Thai Restaurant	\$8.00	\$153.00
5	19/02/2016	Fosters Food Fair	\$86.05	\$239.05
6	21/02/2016	Dominos, Savannah	\$32.15	\$271.20
7	21/02/2016	Jose's Escape (Gas)	\$56.16	\$327.36
8	22/02/2016	Fosters Food Fair	\$11.18	\$338.54
9	23/02/2016	Thai Restaurant	\$9.56	\$348.10
10	23/02/2016	Macdonalds Bar & Rest	\$17.50	\$365.60
11	26/02/2016	Young World Fashions	\$65.00	\$430.60
12	29/02/2016	Vehicle & Drivers License	\$286.59	\$717.19

13	01/03/2016	Cayman Academy	\$327.50	\$1,044.69
14	03/03/2016	H & B II	\$67.78	\$1,112.47
15	03/03/2016	AA Rubis Ltd (Gas)	\$55.00	\$1,167.47
16	06/03/2016	Journeys, Miami	\$96.08	\$1,263.55
17	06/03/2016	Papaya Clothing (Women's)	\$192.74	\$1,456.29
18	06/03/2016	Kids For Less, Miami	\$24.58	\$1,480.87
19	06/03/2016	Charlotte Russe (Women's)	\$26.75	\$1,507.62
20	06/03/2016	Agaci, Miami	\$455.47	\$1,963.09
21	06/03/2016	DSW (Women's shoes)	\$31.94	\$1,995.03
22	07/03/2016	Dominos, Savannah	\$42.16	\$2,037.19
23	08/03/2016	Thai Restaurant	\$10.04	\$2,047.23
24	09/03/2016	Tortuga	\$10.56	\$2,057.79
25	09/03/2016	Fosters Food	\$20.65	\$2,078.44
26	10/03/2016	Fosters Food	\$28.20	\$2,106.64
27	10/03/2016	Fosters Food	\$20.09	\$2,126.73
28	10/03/2016	Rubis Savannah (Gas)	\$44.69	\$2,171.42
29	10/03/2016	Subway	\$9.06	\$2,180.48
30	12/03/2016	Fosters Food	\$23.49	\$2,203.97
31	14/03/2016	Valu-Med Pharmacy	\$14.49	\$2,218.46
32	14/03/2016	Thai Restaurant	\$25.06	\$2,243.52
33	14/03/2016	AA Rubis Ltd (Gas)	\$50.00	\$2,293.52
34	15/03/2016	Rubis Savannah (Gas)	\$79.25	\$2,372.77
35	16/03/2016	A.L. Thompson's (Hose)	\$113.13	\$2,485.90
36	16/03/2016	Fosters Food	\$33.99	\$2,519.89
37	17/03/2016	Lorna's Texaco (Gas)	\$12.19	\$2,532.08
38	18/03/2016	AA Rubis Ltd (Gas)	\$53.75	\$2,585.83
39	19/03/2016	Rubis Savannah (Gas)	\$57.50	\$2,642.83

40	20/03/2016	CNB, Countryside (ATM)	\$102.50	\$2,745.33
41	23/03/2016	Thai Restaurant	\$15.56	\$2,760.89
42	23/03/2016	Fosters Food	\$105.67	\$2,866.56
43	24/03/2016	Thai Restaurant	\$16.50	\$2,883.06
44	24/03/2016	Thai Restaurant	\$16.50	\$2,899.56
45	24/03/2016	Rubis Savannah (Gas)	\$43.75	\$2,943.31
46	28/03/2016	Fosters Food	\$50.00	\$2,993.31
47	29/03/2016	Rubis Savannah (Gas)	\$31.25	\$3,024.56
48	30/03/2016	Ross Stores, Miami	\$218.16	\$3,242.72
49	30/03/2016	Ross Stores, Miami	\$258.81	\$3,501.53
50	31/03/2016	Journeys, Miami	\$69.54	\$3,571.07
51	31/03/2016	WM Supercenter, Miami	\$132.14	\$3,703.21
52	31/03/2016	Macy's, Miami	\$55.38	\$3,758.59
53	01/04/2016	Sports Authority, Miami	\$58.84	\$3,817.43
54	01/04/2016	Ross Stores, Miami	\$31.00	\$3,848.43
55	01/04/2016	Nike, Miami	\$53.47	\$3,901.90
56	02/04/2016	Browns Esso Red Bay (Gas)	\$48.75	\$3,950.65
57	04/04/2016	Cayman Academy	\$370.00	\$4,320.65
58	07/04/2016	RVC Rehab Services	\$100.61	\$4,421.26
59	08/04/2016	RVC Rehab Services	\$252.68	\$4,673.94
60	10/04/2016	Rubis Savannah (Gas)	\$24.19	\$4,698.13
61	10/04/2016	Rubis Savannah (Gas)	\$43.75	\$4,741.88
62	11/04/2016	Fosters Food	\$35.90	\$4,777.78
63	12/04/2016	J. Michael Imports Ltd	\$85.00	\$4,862.78
64	12/04/2016	Thai Restaurant	\$10.04	\$4,872.82
65	12/04/2016	Fosters Food	\$58.10	\$4,930.92
66	12/04/2016	Divers Supply	\$170.00	\$5,100.92

67	13/04/2016	Macdonalds Bar & Rest	\$20.94	\$5,121.86
68	13/04/2016	Dominos, Savannah	\$25.00	\$5,146.86
69	14/04/2016	Fosters Food	\$43.47	\$5,190.33
70	15/04/2016	Maedac S/Centre (Gas)	\$44.33	\$5,234.66
71	15/04/2016	Thai Restaurant	\$9.90	\$5,244.56
72	19/04/2016	Cayman Cost U Less	\$335.93	\$5,580.49
73	19/04/2016	Thai Restaurant	\$7.39	\$5,587.88
74	21/04/2016	Cayman Islands Conference	\$12.98	\$5,600.86
75	21/04/2016	Cayman Islands Conference	\$3.25	\$5,604.11
76	21/04/2016	Fosters Food	\$119.37	\$5,723.48
77	22/04/2016	Texaco McTaggart	\$43.75	\$5,767.23
78	22/04/2016	Fosters Food	\$15.75	\$5,782.98
79	23/04/2016	King's Sport Center	\$12.50	\$5,795.48
80	25/04/2016	Cayman Academy	\$25.00	\$5,820.48
81	26/04/2016	J. Michael Imports Ltd	\$51.25	\$5,871.73
82	26/04/2016	Caribbean Art (Joelyn's cake)	\$335.36	\$6,207.09
83	26/04/2016	Mike's Esso (Gas)	\$45.44	\$6,252.53
84	26/04/2016	Maritza's	\$73.75	\$6,326.28
			TOTAL =	US\$6,326.28 x 0.84 = CI\$5,314.75

Cash Loans to the Defendant

16. Between the 24th February 2016 and 21st September 2017, the Defendant made requests for cash to settle the items detailed in the below schedule. Apart from entry one, the attached binder contains WhatsApp messages from the Defendant to the Plaintiff in support of this claim and which contain reference words of 'borrow' & 'loan.'

TABLE of CASH LOANED:

17.

DATE	TRANSACTION	AMOUNT	RUNNING TOTAL
24/02/2016	Car repair (rat)	CI\$406.97	CI\$406.97
04/11/2016	Loan	CI\$600.00	CI\$1,006.97
15/12/2016	Joelyn CXC	CI\$200.00	CI\$1,206.97
16/12/2016	Secret Santa & other things	CI\$300.00	CI\$1,506.97
23/12/2016	Xmas gifts	CI\$300.00	CI\$1,806.97
14/02/2017	School fee, water bill & food	CI\$1,500	CI\$3,306.97
28/08/2017	Bissell Cleaner from Kirk Home Centre	CI\$167.00	CI\$3,473.97
21/09/2017	Broke - needed money for grocery	CI\$200.00	CI\$3,673.97
		TOTAL =	CI\$3,673.97

FLOW Internet Service

18. The cancellation of the **FLOW Internet Service** was not resolved until the 19th December 2018, despite assurances by the Defendant back in April of 2018 that it would be.
19. The **FLOW Internet Service** was in the name of the Plaintiff but installed at the Defendant's property until the Plaintiff closed the account in September 2018 at the request of the Defendant. The relevant FLOW invoices and e-mails in support of this fact are contained within the attached binder.
20. As a result of the Defendant not honoring their word, I closed the account in September 2018 and in doing so the Plaintiff had to pay the outstanding sum of **CI\$100.81**, which was deducted from the holding deposit of **CI\$200.00**. In view of this, the Plaintiff is also claiming the amount **CI\$100.81**, which the Defendant in their letter dated 14th October 2019 [p4], has agreed to reimburse.

TOTAL OF MONIES OWED:

21.

Expenditure	Amount	TOTAL CI\$
Beach Bay Expenditure	CI\$7,298.50	CI\$7,298.50
Credit Card Transactions	US\$6,326.28 =	CI\$5,314.75
Cash Loans	CI\$3,673.97	CI\$3,673.97
FLOW Internet	C1\$100.81	CI\$100.81
	TOTAL OWED =	CI\$16,388.03

22. The Defendant has made no attempt or effort to repay any of what they owe despite some assurances that they would do so.

23. It should be noted that I am not seeking return of any of the monies ***prior to January 2016*** that relate to the Defendant's children Joelyn and J.R receiving a descent education. In addition, I have not included the transactions after the aforementioned date for fast food outlets (Burger King/Wendy's) relating to Joelyn and J.R, nor have I included the obvious veterinary treatments for the Defendant's dog Paco.

24. The attached binder contains all relevant documentation in support of the Plaintiff's claim. However, the Plaintiff reserves the right to introduce further documentation should the matter go to a civil hearing and the need to address any issues raised by the Defendant.

25. **I would ask the Court to please note that as the Plaintiff is a former senior police officer with the Royal Cayman Islands Police Service, and now employed by the Office of the Director Public Prosecutions, the Plaintiff respectfully requests, for reasons of transparency, that the following Magistrates' do not preside over any Civil hearing involving the Plaintiff and the Defendant because of the Plaintiff's previous interaction with them:**

Hon Chief Magistrate **Foldats**

Hon Magistrate **Gunn**

Hon Magistrate **Hernandez**

Hon Magistrate **McFarlane**

26. Finally, the Plaintiff would be willing to participate in any 'mediation' that the Court might suggest to resolve this claim without the need for a full Civil hearing. Unfortunately, the Plaintiff cannot speak to the wishes of the Defendant, especially as they have been quite hostile and not particularly forthcoming in this matter.

AND the Plaintiff claims:

- 1 The sum of **CI\$16,388.03** .
- 2 Interest in the sum of \$ **NOT CLAIMED** calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ **NOT CLAIMED**, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

C/o Office of the Director of Public Prosecutions

Cayman Islands Government

PO Box 2328 GT, KY1-1106

Cayman Financial Centre

2nd Floor Bermuda House, Dr. Roy's Drive

Grand Cayman

1 (345) **325-8161**

1 (345) 938-8161

E-mail: denniswalkington@hotmail.co.uk

No. 2
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC_____of 2021

Between: Dennis Trevor **WALKINGTON**

Plaintiff

AND: Dausea Melody **SCOTT**

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____ 20____

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that she/he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.