

No. 1
Plaint



SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: Yolande Harley

Plaintiff

AND: Leighton Stewart

Defendant

To the Defendant

18 Newgate Street
~~Apt #1~~ Apt #2
North side
Grand Cayman. Tel: 345-5165029.

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 day of 20

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)

I met Leighton Stewart through a telephone conversation five (5) weeks before my first time coming on island. I had seen on E-Cay Trade a Rav 4 that he posted for sale. The vehicle was already sold, but we

kept a friendship going, where he would try to source another Rav 4 for me. Mr. Stewart is a mobile mechanic and he also imports used cars for sale. When I lost my potential place to stay in Prospect due being in quarantine, Mr. Stewart requested that I come live with him. He paid CI\$700.00 for rent, at 18 Newgate Street in North Side, which included all bills. To play my part, I took on the food bill, which could cost between CI\$300-CI\$400 each month. I officially lived with Mr. Stewart from October 9 to December 11, 2021. I had to move out as he had become physically and emotionally abusive. We however stayed in contact. Over the period of time he borrowed money to assist his car business and for his personal use. See outlined below:

- 1. Oct 13 – A sum of US\$500 to do his temporary work permit
- 2. Oct 20, 2021- Sum of CI\$1,200 to clear a Honda Fit off the wharf. A portion of CI\$1,500 was returned in late November after he had sold one of his vehicles.
- 3. Dec -CI\$13,900. This money was borrowed to pay for a burgundy/purple Honda Vezel
- 4. Dec – CI\$2,000. This was to pay his friend (Winston), who works at the airport to clear the Vezel when it comes in at the wharf
- 5. CI\$7500.00 – This he sent abroad to "Angel" the guy who sources his vehicles in India. This was to get a wrecker or a Tipper truck. Those were his options. The gentleman in India however could not source a truck in Mr. Stewart's price range. I therefore asked Mr. Stewart to have Angel return the money, but instead he used this money to complete the payment of the Honda Vezel. The Vezel arrived on the island around the February 25, 2021.

Throughout the period of the loan, I had asked for receipts as proof that he was borrowing this quantity of money. He told me, he should not be in a relationship and be giving me receipts, instead he told me to hold on to one of his car documents as a way of knowing he would not cheat me out of my money. I later found out that was not sufficient proof that he owed me. He promised faithfully to pay back his loan. On February 23, I wrote him a text message asking for the CI\$13,000.00 he owed me. He did not respond via text, but instead called me. I had no other option but to tape our phone conversation with him admitting to owing me. That same evening, we had an argument. He returned to my home on Saturday, February 26, with a Scotia Bank envelope with CI\$6,000.00, saying it was part payment for the loan. He had sold the white Honda Fit for CI\$10,000.00. He promised when another vehicle got sold, he would return the CI\$7,000.00.

On March 20, he physically assaulted me. I called the police. I mentioned that he owed me, since we were advised us to keep away from each other. Mr. Brian Marshall was the police, who told him, when he had the money to pay, he should come by the George Town Police Station with the money, so that a police personnel could escort him to make the repayment. Owing to the fact that I initially pressed charges for the 'Domestic Violence' against me, he has refused to make payment. He had gone to my place of work on March 28, to successfully have me fired. On April 8, 2022, I sent him an email and copied it as a text message, as a reminder of outstanding payment. Since then he has blocked me.

AND the Plaintiff claims:

- 1 The sum of CI\$ 7,000.00
- 2 Interest in the sum of \$ nil calculated at the prescribed rate from to date.

3 Fixed costs of \$ 150.00, alternatively costs to be assessed.

Yrharley

Plaintiff's Signature

email : yrharley2@yahoo.com

yrharley2@gmail.com

Tel: 345-3255832 or (876) 4074941.

Plaintiff's address for service

99 Fairview Road.
George Town,
Grand Cayman.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

YOLANDE HARLEY

Plaintiff

AND:

Leighton STEWART

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for 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.

Signature Defendant's

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that 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.