



No. 1  
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

BETWEEN:

SCOTT SLAYBAUGH

Plaintiff

AND:

WAYNE BODDEN

Defendant

To the Defendant

WAYNE BODDEN  
#1 ALCOVE APT, TROPICAL GARDENS RD.  
GEORGE TOWN, GCM +1 (345) 927-2059

THIS PLAINT has been issued against you 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 2 day of MAY 20 25

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)

long outstanding debt from sale of vehicle .

Summary and evidence are provided on the following pages

AND the Plaintiff claims:

- 1 The sum of \$7,500 K/D
- 2 Interest in the sum of \$ N/A calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175.00, alternatively costs to be assessed.

Scott Slaybaugh  
Plaintiff's Signature

Plaintiff's address for service

PO Box 10202, GRAND CAYMAN KY1-1002  
54 ROSEMARY STREET, APT 1  
GEORGE TOWN, GCM

email: cayman0808@gmail.com

phone: +1 (345) 925-5353

### **1. Summary of Plaintiff:**

In July 2024 I was leaving Cayman for six months and was selling my Jeep Wrangler before my departure. I made a verbal sales agreement with Wayne Bodden who I had known since the early 1980s and who I had previously considered trustworthy. The verbal agreement was subsequently referenced in writing. (See attached transcript date 19 December 2025.) The sales price was \$18,000 KYD with terms of two payments in August and September of \$9,000 each. I allowed Mr Bodden register the car in his name and use the car before payments. As of 28 April 2025 I have received four partial payments, the last being in December 2024, totaling \$10,500 with a remaining balance of \$7,500.

In the past seven months I have repeatedly asked about payments and received a variety of unfulfilled promises which are documented in the attached Whatsapp message transcripts.

In December I returned to Cayman for five weeks and Wayne promised to pay the outstanding \$12,000 before my departure on 10 January, or failing to do so he would return the car until the balance was paid. I received only \$4,500 of the \$12,000, so Mr Bodden gave the keys to my friend the night before my departure. However, Wayne had made a copy of the keys and took the car in breach of our agreement.

Since that time he has promised raise funds by securing a loan, selling the car, selling his business, and collecting from customers who owe him money – none of which has happened.

### **2. Settlement Expectations:**

I have been unable to hold Mr Bodden accountable. Therefore, I ask the court to impose conditions which have consequences if unfulfilled. I am not seeking any punitive damages – only to protect my asset and recover this long outstanding debt. My request for settlement seems far less severe than a lending institution would impose.

- Immediately return the car and keys to my custody to be stored at a location of my choosing until the full debt of \$7,500 KYD plus any court costs are paid;
- Failure to pay the amount above within a month of the court's decision in favour of the plaintiff should result in the car's registration being signed back to my ownership to allow reselling the car. In consideration of the \$12,500 paid to date, but offset by ten months of use of the car and depreciation, I will reimburse the defendant a sum of \$8,000 which is half of the estimated rental cost of a Jeep Wrangler for ten months.

### **3. Transcript of correspondence:**

**The following is the transcript of correspondence between Wayne Bodden and myself copied verbatim from WhatsApp. I swear this record is complete and unedited.**

STS = Scott Slaybaugh    **WB** = Wayne Bodden

### **1 September 2024**

STS Good morning Wayne. I hope you had a good trip. Grateful if you could give me an update on payments for the Jeep. Not a problem if you need more time, just keep me informed. Cheers.

**WB** Hi Scott. Was planning to make a payment this week. Will let you know when it's deposited.

### **12 September 2024**

STS Good afternoon Wayne. Please give me an update on the car. payments. Have you insured it and registered it in your name yet? I need to cancel the insurance this week once you've started driving it. Thanks.

**WB** Hi Scott. Yes. It's insured and sorted. I'm just waiting on funds to clear from a transfer from the states then I will do a payment for you. Will prob be in three payments. You can cancel your insurance tho.

### **27 September**

STS Wayne, this delay is putting me in a bit of a bind with payments for my condo renovations. I was counting on at least a portion of the payment for the Jeep to complete the work. Any chance there is a deposit in the near future? I don't want to lay off the workers or cancel orders. Perhaps you should consider a loan?

**WB** Hi Scott. I can deposit it on Tuesday. Will send you a copy of the slip then

### **1 October 2024**

STS Good morning Wayne. Can you confirm that you will make the transfer today so I can let the construction crew know if they can continue next week? Thanks

**WB** Hi Scott. Can you give me a day or two more. I just deposited a check that will take a couple days to clear. Then I can send you \$6k before Friday. I'm going to get a loan to get the rest sorted too.

STS Hi Wayne. That's not the news that I was hoping to hear, but if you can get \$6k in my account by Friday and then secure a loan for the balance, I can live with that. However, if that doesn't happen then I have to ask you to park the Jeep and someone

**WB** Hi Scott. Let me check with her. I'm out of town until tomorrow trying to secure stuff in Florida. I will get back to you shortly. Not sure why it wasn't done tho

#### **16 October 2024**

**STS** Wayne. If you can't speak to your friend at CIBC today, then give me the name , contact number and the amount that you gave them to deposit and I will speak to them. I need an answer today.

**WB** Scott. I'm back at 4:30 today. Give me the name of the person who can deposit on your behalf. This lady didn't feel comfortable with it after talking to the supervisor there. Wasn't appropriate for a staff member to do it. She left cash at my house. Pls call me if needed. I'm avail for the next hour.

**STS** Sorry. Can't talk at the moment. Jane Haakonsson has authorization to make deposits.

**WB** Ok. Will call her once I get in

#### **17 October 2024**

**STS** I just spoke to Jane. Is there a reason that you didn't call her yet? I want to see a deposit before the bank closes tomorrow.

**STS** Wayne. I think it's time to give the car back to me until it is paid in full. I understand that there have been a few circumstances that have caused delays, but now you have said the money is at your house, and you have Jane's number so she can deposit it. You haven't replied to my question last night although you have been on WhatsApp frequently this morning. If Jane doesn't have a significant deposit before the bank closes then someone will be coming for the car.

**WB** I'm signing on the loan on Monday morning. You will have a the money then. They will do a draft to you. They don't not normally transfer between banks. Their words. Does this work for you? I was waiting on their confirmation on a time to wrap this up.

**WB** Just an fyi. Only way to get cash in your account is by transfer from now on. No cash. My friend did a small amount today. \$1,000. But said no more from anyone other than you letter or not. Hopefully this will be completed early Monday so we can get this over.

**WB** I put \$1k in Today. Not much but all they would let me do.

**STS** That's why the agreement was to give the money to Jane.

STS Hi Wayne. Are you back in Cayman? Can you give me an update on the payment?

WB Hi Scott. Not back yet. I will be back tomorrow to get the check. I will msg Jane as soon as I have it.

STS Please send an update if there are any more changes to our agreement. Thanks

WB Did you receive the \$3,500

STS Yes. That was enough to finish the kitchen. I want to start remodeling a bedroom and bath next week

#### **14 November 2024**

STS Hi Wayne. It's been two weeks since the last update from you. Jane is back in Cayman now, and I presume you've returned by now. Please let me know what's happening with your loan and my cheque. I'll be back in Cayman in a few weeks and I need this resolved.

WB Hi Scott. I'm back at 4:30 today. Will contact Jane in the morning. And update you then as well.

#### **21 November 2024**

WB Hi Scott. I got back Monday but it's been a crazy few days. I went to the bank today. I have one last item to provide them with and everything will be finalized. I should be able to give Jane the draft Monday afternoon. I'm sorry again for the delay. Hope this finalizes everything then without any further delays. If you are in an urgent need of funds before then I can see what I can arrange

STS Thanks for the update, Wayne

STS Seems the loan wasn't as easy as it seemed. I will forward your message to Jane to see if she will be on Island next week. I am arriving in 2 weeks. I've already laid off the construction workers so the payment is not urgent on that regard.

WB Ok. Will be in touch then. Hope to def have this resolved long before you get here.

STS Me too. If it's not resolved by then I think we need to alter the agreement.

#### **26 November 2024**

STS What's the news?

#### **28 November 2024**

STS Wayne, It has been a week since you said you would pay me for the rental car and give me \$6,000 toward the payment of my Jeep. I'm sure that you recall our original agreement in July: Terms of two payments of \$9000 each in August and September. Since that time there have been repeated promises of payments, but it has been two months since I have received anything. I will be leaving Cayman in three weeks and the balance owed is \$12,000 (plus \$200 for the rental car). Please give me a plausible and detailed plan for how you intend to pay this amount before I depart. Your explanation must be in writing in case I have to hand the issue over to an attorney.

If you cannot pay the amount before January 8th, I insist that you return the car which I will put in storage to protect my asset. If you pay the \$12,200 before I return in April you can have the car. If you fail to pay, I expect you to sign the title back to me and I will put it up for sale. Part of the \$6000 that you have paid will be deducted for the 6 months that you have used the car and depreciation.

You are a businessman so I'm sure that you would not tolerate your customers owing large debts for long periods. I'm also sure that you agree that it is in both our interests not to settle the issue in court. Please send me your proposal by tomorrow.

#### **20 December 2024**

**WB** Hi Scott. I got \$2k cash on me if you need it today. I will have the other \$4,200 by Tuesday. As for the remaining \$6k I will have to you before the end of January. If it is not paid to you by then I will surrender the jeep to you for storage until it is paid in full. I can leave another vehicle as collateral if you would like if you leave island better paid in full.

#### **23 December 2024**

**WB** Hi Scott. I have cash for you. Pls give me a call.

STS Hi Wayne. I'm just walking into a medical appointment. I can meet in town or at your place afterwards...probably around 3 or 3:30

#### **4 January 2025**

STS Good afternoon Wayne. Please let me know in writing what you are able to do to pay off the JEEP before the bank closes on Thursday 9 January.

**WB** Hi Scott. I will be in touch Monday with a plan.

#### **6 January 2025**

**WB** Hey. I have [sic] forgot you. Will send you my plan later tonight.

#### **7 January 2025**

buyer I will return the money that you have paid – with a reasonable amount deducted for the 6 months that you have had use of my Jeep. I do not believe it is fair that you can drive the vehicle for 6 months then have the total amount returned. I don't know if I can sell it for the amount that I was originally asking, which would result in you using it for 6 months for free and me selling it at a loss. So, what I am offering is that I will give you a bank draft for \$9,000 in exchange for the Jeep and the signed registration. (Note: I cannot get more than \$3,000 a day in cash from Credit Union per their policy.) I need to get this resolved today since, as you are aware, tomorrow is my last day before I leave. Therefore, I need your answer today before the bank closes. If neither of these proposals are agreeable to you then unfortunately the final recourse is to turn the problem over to my legal representative – which I assume both of us would like to avoid.

### 9 January 2025

STS Hi Wayne. I can come by at 6:00 this afternoon to pick up the keys. Also, the lady is very interested in buying the Jeep for \$17,000, but of course she needs to see it first, and it would need to be done today. I will be at a funeral between 2 - 4 with my phone off.

WB I will get back to you shortly.

(phone call: arrangements agreed to collect the keys. Wayne said he had rented a car to use until the full payment is received. The Jeep is at Tropical Gardens where it will be stored under Wayne's care)

STS Remember to send me the address for Tropical Gardens. Thanks. I will call when I'm on my way.

(STS departed Cayman on the morning of 10 January)

### 11 January 2025

STS I just received a message from Tim and Jane. It seems like you and I have a very serious problem!!!! I'm too angry to talk now. Put whatever in writing.

WB I just spoke to Tim. I put a lean on the jeep today. Went and spoke to the police about it. Showed them the logbook. If anyone moves the jeep they will be charged. I will give your money to Tim before Thursday. I will then need a letter to saying our debt is resolved then to return to the officer I spoke to. You should have come to get the keys on Thursday night.

### 21 January 2025

STS Wayne. On January 7th you wrote: "Hi Scott. Can we discuss this. I am using the vehicle. This is a bit unreasonable. If I don't make the payment on the 15th then feel free to collect the keys. I will gladly give them to Tim at that point. But I need at least to

**18 February 2025**

STS sent MS Word document re pending legal action. Text is as follows...

Dear Wayne,

I am writing to you again regarding the outstanding balance of \$7,500 for the Jeep Wrangler that you purchased from me in July 2024. As you know, the original agreement was for two payments of \$9,000 each in August and September 2024. However, as of February 18, 2025, I have only received four partial payments totaling \$10,500.

I have been more than patient with you, Wayne. I have listened to your promises and excuses for months. I have given you multiple extensions and opportunities to make things right. But your words have not been matched by your actions.

Despite your repeated assurances, the outstanding balance remains unpaid. You have misrepresented your intentions regarding the sale of the vehicle to raise funds, and you have reneged on your agreement to park the vehicle and surrender the keys until the balance due is paid.

Therefore, I am now forced to take further action to recover the debt. I am instructing my legal representative to require you to... 1. Have the car returned, 2. Pay me the balance due, 3. Pay my legal fees and court costs, and 4. Pay reasonable damages for the delay of payment.

Please be aware that this letter is an attempt to resolve this matter amicably.

Sincerely,

Scott Slaybaugh

**February 19, 2025**

**WB:** Hi Scott. I will arrange to get a payment to Tim or whoever before Monday. The rest will follow shortly.

**February 21, 2025**

**STS:** FYI: Don't bother making a payment until I know the cost of my legal fees, which you will owe in addition to the \$7,500.

**April 12, 2025**

STS: Good afternoon Wayne.

I need to inform you that I am returning to Cayman next week to settle your debt on my Jeep. I had intended to file the court documents last month, but as it turns out it is overly

lie to me and have no consequences, but if the court gives you the directive to pay or return the car to me then you cannot defy a court order without consequences.

Therefore, it seems a simple choice that taking the matter to court is the best alternative unless you come up with the money tomorrow. I'm sure that you realize that if you had owed the money to a bank they would have repossessed the car months ago. You have had eight months to pay.

**WB:** Hi Scott can we chat tomorrow morning. I would like to work this out before taking it to court

**STS:** Wayne. Whether we talk tomorrow depends on the answer to my earlier question: Do you have my \$7500 now?

**WB:** I dont have it all. I can do some tomorrow. I would like to talk about an agreement to sort this out. I know you are set on taking me to court so I guess that is where we stand. I would be willing to pay a bit more if given the time to sort it out would you hear me out?

**STS:** If you have a believable proposal put it in writing. Any possible agreement would include giving me custody of the car until the debt is paid in full.

**WB:** I have paid more than half on the vehicle. I'm willing to do a legal promissory agreement but not give custody of it. I guess we won't be able to work it out this way. I'm just sad sorry you are so set on screwing me and not giving me a chance to settle this between us. I'll use the time to get you your cash and expenses.

**April 22 2025**

**WB:** Morning. Can we discuss other options other than court?

**STS:** Wayne, The only options that I can think of to avoid court are paying me the \$7500 or returning the car to my custody. You have already made promises to get a bank loan, to sell the car, and sell your business – none of which has happened. In December you agreed to stop driving the car and hand over the keys until the debt was paid and you lied about that. In January you promised that if I didn't receive full payment you would return the car to my custody, and now you're refusing to do so. Consider this: How will you convince the court that you do not owe me the money because that is your only defense. Also consider that I am asking the court to have the ownership of the Jeep signed back to my name if you do not pay so that I can sell the car and recover the debt (as a bank would have done). Returning the car to my custody until you pay rather than losing ownership of the car seems like a better option for you and is the only way to avoid court.

**WB:** The car will not be leaving my hands unless you pay me back \$10,500.

STS: Okay. Thanks for letting me know. I can wait until noon before going to the court office.

WB: Ok. I'm still working on it. I appreciate the time

STS: You still have the option of letting me store the car until paid. If the guy who owes you money is paying in a couple of days then that shouldn't be a great hardship for you. I'm not willing to leave Cayman for months without taking some positive action after your broken agreement in January.

WB: Ok. Will let you know by noon.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

SCOTT SLAYBAUGH

Plaintiff

AND:

WAYNE BODDEN

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

WAYNE BODDEN  
#1 ALCOVE APT, TROPICAL GARDENS RD.  
GEORGE TOWN, GCM. (345) 927-2059

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 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.