



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC/59 of 2025

BETWEEN:

Leah Tee Grant

Plaintiff

AND:

Myrtle Bush-Wright and Michael Wright

Defendant

To the Defendant

PO Box 483, Grand Cayman, Cayman Islands,
KY1-1302
28 Fig Close, West Bay

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 day of 20

See overleaf for particulars of the Plaintiff's claim

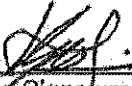
PARTICULARS OF CLAIM

(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)

See Annex A

AND the Plaintiff claims:

- 1 The sum of 7,932.76 KYD.
- 2 Interest in the sum of \$ 579.42KYD calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 150KYD, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P.O. Box 313
21 Fig Ct,
West Bay
Grand Cayman, KY1-1301

Annex A – Particulars of Claim

1. I, Lee Tee Grant (the Plaintiff), am the Registered Owner of Block 4E Parcel 391, an undeveloped lot on Fig Close adjacent to my residence at 21 Fig Close.
2. The Defendants, Myrtle Bush-Wright and Michael Wright are the Registered Owners of Block 4E Parcel 392, which is adjacent to the Plaintiff's property.
3. The Defendants have trespassed on the Plaintiff's property by interfering with her right of possession of her property. Without the Plaintiff's permission or consent, the Defendants have built structures on the property which they rent out to others for personal gain. This structure was not subject to planning permission.
4. The Defendants have caused damages in the form of:
 - i) Not being able to use her property to build a house because of the barriers to obtaining planning permission with an unpermitted, occupied structure on the property;
 - ii) Spending numerous hours of her own time to deal with this issue; and
 - iii) Incurring and continuing to incur significance losses due to the rising cost of construction.
5. Around 2019, the Plaintiff became aware of ongoing trespass onto her property. After initial discussions with the Defendants regarding the trespass, she obtained a Fixed Boundary Survey, which was authenticated by the Chief Surveyor on 27 April 2021. This survey shows that structures are located on her property. The structures include two wooden sheds used as rental properties and a fence. In procuring this survey, she incurred damages of \$2,040.00 KYD for the Fixed Boundary Survey, \$101.25 for a Fixed Boundary Notice, which she paid 30 October 2020. She also paid \$761.50 in Registration fees to the Lands and Survey Department on 30 April 2021.
6. Since 2022, she has been in communication with the Defendants however the Defendants have not removed the structures from her property, and have used various delay tactics such as the refusal to speak to her, claims of being unwell, the appointment of various agents and parties, and agreeing to purchase the property but not following through on their commitments and deadlines. As such, she am no longer willing to negotiate and require the removal of these structures from her property.
7. In the meantime, the Defendants have been renting out the wooden shed on the Plaintiff's property, for an estimated \$800-1500 KYD per month.
8. A Letter Before Action was served by Sterling Security Solutions on 8 January 2025.
9. In order to demolish the Defendant's structure on the Plaintiff's property, she will first be required to flag the boundary with the encroachment to highlight on the ground the portion of the building that will need to be removed. She has obtained a quote for this at \$330 KYD. Secondly, she has obtained a quote for the demolitions works of the structures that are on her property, which is \$4,700 KYD.
10. Therefore, the Plaintiff asks the Court to:
 - i) Apply an injunction restraining the Defendants from trespassing on her land any further; and
 - ii) Issue an order for the Defendants to remove the structures from her land within 30 days or damages for the reasonable cost of having the structures removed; and
 - iii) Require damages for the costs of obtaining a Fixed Boundary Survey, including Registration Fees and Fixed Boundary Notice fees.