



**No. 1
Plaint**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

Rosemarie Mclean

Plaintiff

AND:

Cleopatra Fransisca Hamann 54 Bankers rd West bay

Defendant

To the Defendant

54 Bankers rd, West Bay

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)

AND the Plaintiff claims:

- 1 The sum of 800ci.
- 2 Interest in the sum of \$ to be assed calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175ci, alternatively costs to be assessed.

R. McLean
Plaintiff's Signature

Plaintiff's address for service

80 Shedden rd, Elizabethan square, unit 106, George town.
rosemariemclean969@gmail.com
345 3212259

STATEMENT OF FACTS

1. On **September 16, 2025**, the **Plaintiff** inquired about a room for rent located at **54 Bankers Road, West Bay**, which was advertised on **ecayTrade**. The **Plaintiff** called the number listed in the advertisement and spoke with the **Defendant**, who advised that the **Plaintiff** could come view the space that same evening since the **Plaintiff** was already in the area. The **Plaintiff** viewed the room that night, expressed interest, and informed the **Defendant** that she would confirm the next day whether she intended to rent the space.
2. On **September 17, 2025**, the **Plaintiff** messaged the **Defendant** to confirm that she wished to take the room. The **Plaintiff** introduced herself as the individual who viewed the room the previous night and stated that she would take it. The **Plaintiff** asked how to send the deposit and explained that she would be paid at the end of the month, asking how the move-in could be arranged if it occurred before that time.
3. The **Defendant** replied: "Good morning, darling. You can deposit to the CNB account, but I will need your ID to make the contract. The only thing is, the day you move in is the day the rent will be paid. What you can do is just reserve with the deposit and move by the 30th of this month."
4. The **Plaintiff** responded that she would pay the deposit and asked the **Defendant** to send the necessary details. The **Plaintiff** provided a copy of her driver's license as requested. The **Defendant** sent her account information and added, "Please try to deposit before the other guy because him too want the room."
5. The **Defendant** also sent a link to a rental contract, which the **Plaintiff** reviewed but did not sign, as the **Defendant** advised that the contract would be signed on the day of move-in.
6. The **Plaintiff** made a bank transfer of **CI\$800** to the **Defendant's** account and sent a screenshot of the transaction as proof of payment. The **Defendant** replied, "Hello, darling, thank you. Look forward to see you by the 30th this month."
7. The **Plaintiff** requested a receipt for the payment. The **Defendant** agreed and told the **Plaintiff** she could send someone to collect it or meet her in town. The **Plaintiff's** friend later collected the receipt, and the **Defendant** also sent a photo of it via WhatsApp.
8. On **September 22**, the **Plaintiff** messaged the **Defendant** to ask about the size of the bed in the room. The **Defendant** confirmed that it was a queen-size bed.
9. On **September 25**, the **Plaintiff** asked if she could move in some belongings on Sunday and clean the space, with plans to officially move in on **Tuesday, September 30, 2025**, as previously agreed. The **Defendant** responded via voice messages, confirming that the **Plaintiff** could bring her things and that the room had already been cleaned.
10. On **September 27**, the **Defendant** sent the **Plaintiff** another voice message stating that her husband said the **Plaintiff** could not move in because someone was coming to paint the room. The **Defendant** stated: "My husband say in the moment, you know, can't move in because he go bring somebody to paint in the room. So he say the day you can move in is the day when you go pay the rent."
11. The **Plaintiff** acknowledged this and waited for further instructions.
12. On **September 29**, the **Plaintiff** messaged the **Defendant** to confirm if the place was ready for move-in the next day (September 30), as it was her last day to vacate her previous location. The **Plaintiff** also inquired about internet access and noted that she might need to pay the rent in cash, as she had temporarily lost her debit card.
13. Shortly thereafter, the **Defendant** informed the **Plaintiff** that her husband did not want **Jamaican tenants** and suggested that the **Plaintiff** should pretend to be African to proceed with the rental.
14. The **Plaintiff** refused to misrepresent her identity. The **Defendant** then stated that the **Plaintiff** would not receive her deposit back and that it was "the **Plaintiff's** fault for wasting their time."
15. As a direct result of the **Defendant's** discriminatory conduct, the **Plaintiff** was unable to move into the property, lost her **CI\$800 deposit**, and was left without housing.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Plaintiff

AND:

DefendantACKNOWLEDGMENT 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 Plaint 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.