



No. 1
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Karen Lisa McQuade

Plaintiff

AND:

Kurt Hyde

Defendant

To the Defendant

Director of Sports
c/o Truman Bodden Sports
Complex
Grand Cayman
KY1 – 1106
PO Box 392

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 Plaintiff 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 26th day of May 2022

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 was the registered owner of a Kia Sportage motor vehicle, registration number 158-347 that was purchased through a loan agreement with Credit Union. The loan was secured against the Plaintiffs shares at Credit Union which, with every monthly payment made, increased in dividends.
2. At the time of the incident, August 2015, the Plaintiff and defendant were in a relationship; the Plaintiff had loaned the vehicle to the defendant and was off island when the vehicle, being driven by the defendant under intoxication was involved in a single vehicle road collision resulting in irreparable damage to the vehicle.
3. Following consultation with Credit Union it was confirmed that the outstanding loan could not be transferred to the defendant due to insufficient collateral. A notarised deed was made between the Plaintiff and defendant whereby the defendant accepted full responsibility for the ongoing payments for the outstanding Credit Union car loan, CI\$26,607. The deed detailed the agreed payment schedule of 54 monthly payments of CI\$502 commencing 30th August 2015. Credit Union were fully aware and actively involved in the repayment agreement, were updated of the payment arrangements, and provided with a copy of the deed and payment instructions for the defendant.
4. Having previously made monthly loan payments, the Plaintiff had amassed \$2442.18 in shares that were now secured against the car loan, these shares would not be released until the car loan was paid in full.
5. In the latter part of 2015 the relationship between the Plaintiff and defendant ended. Both parties moved to the UK, the Plaintiff on a permanent basis and the defendant for schooling under a full employer's grant. The defendant remained responsible for the loan repayments and was aware of his commitment to the Plaintiff and Credit Union.
6. Attempts were made by the Plaintiff to remove the share value from Credit Union prior to departure but it was confirmed by the case handler, Bridgette Christian, that this could not take place until the car loan had been paid in full.
7. While both parties were in the UK, the Plaintiff was made aware via Credit Union that payments of the loan had become sporadic, attempts were made by the Plaintiff and Credit Union to secure funds from the defendant, as can be seen in numerous email and social media communications that will be produced as evidence.
8. In Aug 2018 the Plaintiff received communication from Credit Union stating that the standing order for the loan from the defendant's account had been cancelled and they would be instigating further action. No additional contact was received by the Plaintiff from Credit Union although attempts were made by the Plaintiff to obtain an update.
9. In Feb 2022 the Plaintiff returned to Cayman as a visitor and attended Credit Union to withdraw her share balance held against the loan account, as of June 2016 this was CI\$2442.18 minus interest.
10. On engagement with Credit Union the Plaintiff was informed that the balance of the loan remained outstanding, CI\$10,142, and as the loan had fallen delinquent the total

of the Plaintiff's shares had been paid against the outstanding loan pending legal action against the Plaintiff.

11. As the loan had been in default the share sum had also lost interest and had diminished to CI\$2,268.
12. Contact was made with the defendant who attended Credit Union and was given the opportunity by Credit Union to pay the remaining loan amount in full with an incentive of a 25% reduction. On 11th February 2022 the defendant paid \$7607.07 in full to Credit Union.
13. Credit Union confirmed that as the loan had remained in the name of the Plaintiff, the shares already retained by Credit Union and previously used against the default loan could not be returned as part of the repayment process.
14. In a conversation between the defendant and Plaintiff at Credit Union and in the presence of account manager Swaby-Lara and assistant manager Basil Scott the defendant stated he would set up a payment plan to the Plaintiff in order to repay the cost of shares that were owed, and was fully aware that the shares had been used to pay the loan he had defaulted on.
15. After leaving Credit Union the Plaintiff attempted to confirm the payment plan, as can be seen on social media and communications exhibits, but the defendant failed to engage.
16. On 18th Feb 2022 the Plaintiff sent a Letter Before Action to the defendant's email address via her mobile phone, in order to have a delivered and read receipt the Letter Before Action was again sent on 21st Feb from the Plaintiff's work email address.
17. A physical copy of the Letter Before Action was posted from the UK to the work address of the defendant (home address is unknown) and to the Hon Attorney General.
18. The defendant failed to respond to the Letter Before Action and to date no payment has been forthcoming.
19. If the deed had been adhered to and the agreed payments for the loan had been honoured the Plaintiff would be entitled to her shares held against the loan to the sum of CI\$2442.18. Instead, this sum has been used to pay towards a loan that the Plaintiff was not responsible for. The Plaintiff requests a full refund of said monies and any accrued costs that are associated with this legal action.
20. It should be noted that the Plaintiff resides in the UK and if required to travel to attend any legal proceedings, would request the court for recompense of all travel, accommodation and spending costs incurred.

AND the Plaintiff claims:

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Karen McQuade

Plaintiff

JAND:

Kurt Hyde

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for 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 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.