



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S [REDACTED] OF [REDACTED] 2026

BETWEEN [REDACTED] Dane Dushane Campbell PLAINTIFF
AND [REDACTED] John Nicholas Allen DEFENDANT

PLAINT

To the Defendant

John Nicholas Allen
422 HIRST ROAD, NEWLANDS
Bodden Town
P.O. Box 11713
Grand Cayman KY1-1009
Cayman Islands

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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 [REDACTED] 12 day of [REDACTED] June 2026

See overleaf for particulars of the Plaintiff's claim.

This **PLAINT** is filed by the Plaintiff, **Dane Dushane Campbell** as a litigant-in-person whose address for service is 19 Pineapple Way A, Bodden Town, Grand Cayman, Cayman Islands, KY1 - 1011

PARTICULARS OF CLAIM

1. THE PLAINTIFF, DANE DUAHANE CAMPBELL HAS KNOWN THE DEFENDANT JOHN NICHOLAS ALLEN FOR SEVERAL YEARS THROUGHT SHARING SIMILAR INTEREST IN MOTOR VEHICLES.
2. True copies of the documents to which the Plaintiff shall refer in this Plaint are marked 'Exhibit-1 to 6'. Save where the contrary is stated, or the context otherwise requires, reference in this Plaint to pages, are pages in 'Exhibit-1 to 6'.
3. THE DEFENDANT OWES MONIES LOANED TO HIM ON 17 APRIL 2019 FOR THE PURCHASE OF A NISSAN SKYLINE. ADDITIONALLY, THE DEFENDANT HAVE IN HIS POSITION RACE TYRES AND EXHAUST THAT BELONG TO THE PLAINTIFF WHICH WERE NEVER RETURNED AFTER THE FRIENDSHIP ENDED.
4. On April 16, 2019, the Plaintiff and the Defendant entered into a Verbal Agreement (the 'Agreement') with the Defendant seeking to borrow \$7,000.00 (seven thousand dollars) for the purchase of a Nissan Skyline to be added to his collection of cars. Photo of the Nissan Skyline purchase by the Defendant attached as page 1 – DC of Exhibit2.
5. These terms and conditions associated with this said loan, and the agreements that the Defendant proposed regarding the loan repayment were:
 - a. The Defendant will repay \$500.00 per month until the loan is paid in full;
 - b. Should the Defendant default on the payment at any time, the Plaintiff has all rights to take any vehicle owed by the Defendant as payment;
 - c. An undertaking was given by the Defendant that, the Defendant's garage was making enough money, on account of which fact, the Defendant will be able make the payments when due;
 - d. An undertaking was also given by the Defendant that, in addition, on account of the fact that apart from the Defendant working in his own garage, the Defendant does odd jobs as well, and this would ensure that the Defendant would be positioned to make the agreed payments as and when due.
6. Regarding the race tires and exhaust that the Defendant kept in his position that belongs to the Plaintiff, the race tires were purchased from a mutual friend to the Plaintiff and Defendant in April 2019. These race tires was for the purpose on the Plaintiff's race car which was being worked on at the Defendant's garage, however, with lack of interest in the race car, closure of the race track and no desire to further any work on the car, the car was sold and the Defendant and Plaintiff agreed that they will trade the race tires that can be used on the Defendant's race car with a set of roll cage that the Defendant owns that can be use in a Mitsubishi Lancer motor vehicle owned by the Plaintiff. Picture of the race tires belonging to the Plaintiff that is still in the Defendant's position is attached as page 1 – DC of Exhibit3.
7. After the relationship between the Plaintiff and the Defendant ended, the Plaintiff contacted Defendant for payment of the outstanding monies owed, the return of the race tires and the exhaust system belonging to the Plaintiff Mitsubishi Lancer motor vehicle which the Defendant

This **PLAINT** is filed by the Plaintiff, **Dane Dushane Campbell** as a litigant-in-person whose address for service is 19 Pineapple Way A, Bodden Town, Grand Cayman, Cayman Islands, KY1 - 1011

kept in his position without return, however, the Defendant never responded to any request made by Plaintiff.

8. Through our meeting in the Defendant's office at his garage, the Defendant advised that that the decision to borrow the money to purchase the Nissan Skyline instead of taking a lump sum from the business account was because the purchase was more so personal in nature and the Defendant's wife would raise questions should she see this large amount being deducted from the business account without proper rationale for such purchase.

With no objection to the Defendant's proposal outlined in point #5 above, both the Plaintiff and the Defendant had a gentleman/verbal agreement that the Plaintiff will loan to the Defendant the sum of \$7,000.00 with the expectation that the amount be repaid in full per the agreement.

The full amount of \$7,000.00 was transferred to the Defendant on the 17 April 2019. A snippet of the transfer to the Defendant is attached as Page1 – DC Exhibit 1.

From the date of loaning the Defendant these monies only 3 payments were made in cash amount of \$400 that was paid at the Defendants Garage Office, \$400 paid again at Locale Restaurant one afternoon when both parties hung out for dinner and \$500 that that the Defendant instructed his nephew to pay from the garage daily earnings as the nephew was in charge of the operation of the garage during that time. All these cash payments were paid during the period 2019 to 2020. A further deduction of \$500 was also applied to the outstanding loan amount for mechanical work that was done at the Defendant's garage on a Toyota Starlet that the Plaintiff owned. The work that was done to the car was by mechanics in the Garage that needed to be paid for their work. The Plaintiff agreed to the deduction from the loan amount for the work done on the Toyota Starlet.

After the deduction of payment for the work done on the Toyota Starlet, the Defendant advised that we can make a new agreement going forward that whenever work was being done on the Plaintiff's cars for which his guys work on in the garage, this can be deducted from the outstanding loan balance, however, the Plaintiff disagreed to this proposal and advised the Defendant that going forward monies should to be paid back directly as this was monies taken from the Plaintiff's saving account and the intention is to put it back.

No further attempt was made by the Defendant to pay back outstanding debt after the deduction of the \$500 for mechanic work that was done to the Plaintiff's Toyota Starlet. The Defendant would advise that he hasn't forgotten about the monies owed and will give the Plaintiff some money on the weekend or next week etc. which was never fulfilled.

In September 2020, the Plaintiff approached the Defendant with a proposal about a blue Honda Civic that was owned by the Defendant. The Plaintiff offered to take the car as payment for the outstanding loan amount, to which the Defendant agreed. As mechanical work needed to be done on the car, the Defendant advised he would get it sorted after which the Plaintiff could take the car. However, one afternoon the Plaintiff attended upon the Defendant and observed at the time that someone was in the process of taking the car. The Plaintiff spoke to the Defendant in relation to the car and the Defendant responded then and there that the car is being sold to another friend; that had offered cash for the car. No further payment was made or any attempt by the Defendant to pay his outstanding debt to the Plaintiff.

Regarding the race tires that the Defendant has in his position, these were for the intended use to be installed on the Plaintiff's Toyota Starlet race car project once completed. Unfortunately, the Toyota Starlet project did not materialize, as the Defendant's mechanic who was working on the car decided he no longer wish to remain employed by the Defendant; and returned to Jamaica. As a consequence the Plaintiff sold the car, and both the Plaintiff and Defendant came to an agreement that, the Defendant could keep the race tires for use on the Defendant's race car, in a trade- off, for a roll cage that the Defendant had in storage that can be installed in a 1995 Mitsubishi Lancer owned by the Plaintiff; once the work that the Defendant was doing on that Mitsubishi Lancer was completed.

The Defendant failed to honor his part of this agreement, and despite this failure, the Defendant went on to keep the race tires for his personal use; and never, as agreed; hand over the roll cage to the Plaintiff in breach of the agreement.

The Defendant was approached on 2 May 2022 regarding a third party using the race tires to which the Defendant advised that they were not being used, and that they would have been handed over that same day; to date the Defendant has continued to retain these tires. WhatsApp conversation advising the tires would be returned is attached as page 1 – DC of Exhibit4.

The Defendant also has in his position an exhaust for the said 1995 Mitsubishi Lancer belonging to the Plaintiff. This was removed from the car when the Defendant was rebuilding the car engine for the Plaintiff. The Plaintiff acquired the 1995 Mitsubishi Lancer in October 2019 with the understanding that both the Plaintiff and the Defendant would work on the car together, in the afternoons outside of work hours; so as not to affect the normal day to day operations of the Defendant's garage during normal work hours.

From the time of purchase of the 1995 Mitsubishi Lancer by the Plaintiff in 2019, up to and until 2021 the car remained in the Defendant's possession, in order for the Defendant to fulfill his undertaking, to work on and put the car engine together from a mechanical aspect and the Plaintiff would undertake the remain cosmetic work. The car was handed over to Plaintiff for a very short period in 2021 but was returned to the Defendant again in May of 2021 for some additional work to be done which was not completed.

While it was in the possession of the Defendant, the car engine blew up while driving, and at the time it happened, the Defendant was said to be driving it, in a manner he was advised not to by the Plaintiff per instructions given by the tuner of the car. This resulted in the Plaintiff having to rebuild a complete engine including but not limited to, head, pistons, rods and inclusive of other parts to rebuild the car engine over again. The car remained with the Defendant until the engine was rebuilt, in March 2022 (10 months later), and in addition to the rebuilding of the engine, the gearbox was also needed to be changed during this time, due to negligence on the part of the Defendant, with no oil being added to the gearbox after installation; the box broke shortly thereafter.

The Defendant undertook fixing the defective gearbox, however when it turned out that it was taking more time than was anticipated and the unending excuses for the continuous delays in fixing the gear box, the Plaintiff took the gear box from the defendant and went to another mechanic to have it done.

After the Plaintiff took the gearbox which was in the defendant's position on 10 August 2022 to have the new mechanic rebuild, the Plaintiff reached out to the Defendant regarding the trade of the race tires for the roll cage on 8 September 2022 via WhatsApp messages after the Defendant stopped answering the Plaintiff's phone calls. On the 10 September 2022, after no response, the Plaintiff sent the Defendant another message with the hope that if there was an issue, it can be fixed, but again the Plaintiff messages were read but no response. Through frustration on 13 September 2022, the Plaintiff advised the Defendant by WhatsApp message, the Plaintiff will call it quits and to keep the money and slicks ("race tires") and I'll keep the computer (Engine Control Unit). WhatsApp messages from the Plaintiff to the Defendant to resolve the matter is attached as page 2 – DC of Exhibit 4 and page 3 – DC of Exhibit 4.

After sending the message regarding the computer, which was for the Plaintiff Mitsubishi Lancer, the Plaintiff remembered that this was not from the Defendant's as this computer was purchased from another friend.

The agreement was to use the Defendant's computer in the Mitsubishi Lancer until he was ready for it, but the Plaintiff found a computer locally and purchased it from a friend. Therefore, the Plaintiff does not have any items in his position that belong to the Defendant.

As the work being done on the Mitsubishi Lancer was a joint project that both the Plaintiff and the Defendant decided to collectively work on, there was no compensation for the mechanical work. Working on the Mitsubishi Lancer was a collaborative effort of working on the Plaintiff car and other personal cars of the Defendant at the same time. However, any car parts to be purchased or third-party work to be carried out on the Mitsubishi Lancer were at the expense Plaintiff.

The failure and the Breach of contract have not only caused significant inconvenience but has also led to the Plaintiff having to seek legal advice, incurring the additional expenses of other mechanics having to conduct mechanical work on the Mitsubishi Lancer all over again and purchasing a roll cage from another party.

The Plaintiff sought legal advice and issued a demand letter to the Defendant on 5 September 2025. The letter was prepared and served to the Defendant by Brady Attorneys at Law. The Defendant was given seven (7) days to respond, however, to date no response was received from the Defendant. Copy of the Demand Letter sent to the Defendant is attached as page 1-5 – DC of Exhibit5,

A further WhatsApp message was sent to the Defendant on 21 November 2025 requesting to respectfully conclude the matter with the avoidance of escalating through the courts, however, the message was read by the Defendant and went unanswered. Picture of the WhatsApp message sent to the Defendant is attached as page 1 – DC of Exhibit6.

9. The Defendant has not paid the Plaintiff any monies owed since 2020 even though written demand has been made. The Plaintiff has sent WhatsApp messages and made numerous phone calls which went unanswered. In total the Defendant owes CI\$5,200.00 for unpaid loan and CI\$2,000.00 for the race tires and exhaust. Attached are the WhatsApp messages as Exhibit #3.

10. The Defendant has broken the terms of the Agreement by failing to pay the outstanding loan amount and failure to go through with the proposed trade of the Honda Civic. Additionally, the agreement for the trade of the roll cage and the race tires were broken when the Defendant did not hand over the roll cage for the race tires which he kept both items in his position.

AND THE PLAINTIFF CLAIMS:

1. Principal of \$ CI\$7,200.00 ;
or
2. Take the Nissan Skyline in the Plaintiff's Position and pay CI-\$2,000.00 for the race tires and exhaust. on
3. Post-judgment interest from the date judgment is given until the date the judgment debt is paid in full ;
4. Filing Fee \$ 25.00 ;
5. Fixed Cost \$ 150.00 ;
6. Bailiff Fees \$ 60 ;
- or, in the alternative,
7. Costs to be assessed ; and
8. Such other relief as this Honorable Court sees fit.


Dane Dushane Campbell

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S [REDACTED] OF [REDACTED] 2026

BETWEEN [REDACTED] DANE DUSHANE CAMPBELL PLAINTIFF
AND [REDACTED] JOHN NICHOLAS ALLEN 1st DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State the Defendant's name and address,
JOHN NICHOLAS ALLEN
422 HIRST ROAD, NEWLANDS
Bodden Town
Grand Cayman
Cayman Islands
KY1 - 1009
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 [REDACTED] day of [REDACTED] 2025.

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, P.O. Box 495 GT, George Town, Grand Cayman within **14 days** of receipt otherwise a Default Judgment may be entered against you.