



D COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO.

OF 2026

BETWEEN: MARGETA FACEY-CLARKE Plaintiff

AND: LEONARD CHARLEY CHRISTIAN BLANDFORD 1st Defendant

AND: JENNIFER WHITE (aka DELANEY) 2nd Defendant

To the Defendants:

Leonard Charley Christian Blandford
Apartment No. 46 Randyke Gardens
George Town, Grand Cayman
Tel: 345-517-3086

Jennifer White (a.k.a. Melany)
Apartment No. 46 Randyke Gardens
George Town, Grand Cayman
Tel: 345-922-0059

WRIT OF SUMMONS

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within Fourteen days (14) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action, and judgment may be entered against you forthwith without further notice.

Issued this 28th day of May, 2026

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM**Introduction**

1. The Plaintiff is an individual residing in the Cayman Islands and is acquainted with the First Defendant.
2. The First Defendant is the registered owner of an apartment located at Unit 46 Randyke Gardens, 67 Randyke Way, George Town, Grand Cayman – registered at the Land Registry as Registration Section George Town East, Block 20E, Parcel 310H46 (“the Property”).
3. The First Defendant was also the registered owner of a 2000 Black Isuzu Wizard motor vehicle, licence no. 126 758 (“the vehicle”).
4. The Second Defendant is the niece of the First Defendant and resides at the Property since around 30th March, 2026.

The Agreement regarding the loan to insure the vehicle

5. On or around 7th December, 2024, the First Defendant asked the Plaintiff for a loan to pay his vehicle insurance at Saxon Motor and General Insurance Company (Saxon). The annual cost to renew the vehicle insurance was **CI\$1,224.00**. Saxon agreed that the amount owing could be paid in three installments.
6. On 7th December, 2024, the Plaintiff met with the First Defendant at Saxon’s office and paid the first installment in the amount of CI\$643.00.
7. The vehicle was insured up to 7th December 2025 and the First Defendant was able to drive his vehicle again.
8. On 7th January, 2025, the Plaintiff paid the second installment of CI\$295.00 to Saxon.
9. On 6th February, 2025, the Plaintiff paid the third and final installment of CI\$286.00 to Saxon.

The Agreement regarding the loan to pay back license to Vehicle Licensing Department.

10. On or around 10th December, 2024, the First Defendant was owing back license on his vehicle.
11. On or around 10th December, 2024, the First Defendant asked the Plaintiff for a loan of **CI\$93.36** to pay the back license on his aforementioned motor vehicle. The Plaintiff paid the back license to the Licensing Department.

The Loan to pay off Mortgage on the Property

12. On or around 14th September, 2025, the First Defendant approached the Plaintiff with a demand letter dated 12th September, 2025 from Campbells Law Firm regarding the delinquency of his mortgage account with Royal Bank of Canada. In the said letter, the bank's attorneys threatened to issue foreclosure action against the First Defendant.
13. On or around 25th September, 2025, the First Defendant approached the Plaintiff for a loan to pay off his mortgage in full at Royal Bank of Canada and the Plaintiff agreed.
14. The outstanding amount on the mortgage at that time was **CI\$3,176.66**.
15. On 25th September, 2025, the Plaintiff transferred payment into the First Defendant's savings account No. 0697 5705 9462 and paid off the mortgage in full.
16. Prior to 14th September, 2025, the Plaintiff made sporadic payments of CI\$500.00 towards the First Defendant's delinquent mortgage account at Royal Bank of Canada. The First Defendant instructed the Plaintiff to deposit the mortgage payments into his savings account and the First Defendant provided the First Plaintiff with his account at RBC ending in the numbers 9462.
17. The Plaintiff transferred the payments from her personal savings account to the First Defendant's savings account number ending with 9462 on the following dates:-

29 th January, 2025	CI\$500.00
29 th April, 2025	CI\$500.00
30 th May, 2025	CI\$500.00
22 nd June, 2025	CI\$500.00
15 th August, 2025	CI\$500.00
25 September, 2025	<u>CI\$3,176.66</u>
Total	CI\$5,676.66

18. It was expressly agreed that the Plaintiff would repay herself the various loans from proceeds of rent collected from the Property.

The Agreement to Renovate and Manage the Property

19. In or about December, 2024, the Plaintiff and the First Defendant entered into an oral agreement ("the Agreement").

Pursuant to the Agreement:

20. The Plaintiff agreed to finance and carry out renovations, replacing furniture and appliances in the Property using her personal funds.
21. Prior to the renovations, the property was damaged and untenable.
22. The Plaintiff would recruit tenants and prepare lease agreements for the Property.
23. The Plaintiff would collect rental income, pay the monthly utility bills as agreed.
24. The Plaintiff would retain the net rental income as reimbursement until her renovation expenditure and all other loans was fully repaid.
25. It was an express and/or implied term of the Agreement that the Plaintiff would be entitled to manage the Property and receive rental income until full reimbursement with no disturbance from the First Defendant, his family, his servants or agents.
26. It was an express and/or implied term of the Agreement that the Plaintiff would be entitled to retain CI\$500.00 per month from proceeds of rent as compensation for managing the property.

Personal loan of CI\$50.00 to purchase soap to wash clothes

27. On or around 11th March, 2026, the First Defendant attended at the Plaintiff's home and borrowed **CI\$50.00** to purchase soap to wash his clothes. The First Defendant promised to repay this loan by 13th March, 2026 when he got his pay from Hurleys Supermarket where he works, but the First Defendant failed to repay this loan.

Purchase of 4 burner gas cooker, microwave and part to repair washing machine

28. As part of her ongoing obligation to manage the property, the Plaintiff purchased a 4 burner gas cooker, microwave and part to repair washing machine.
29. The Plaintiff did not get a chance to replace the broken stove, microwave washing machine due to the unlawful interference by the First and Second Plaintiff. These items are in the custody of the Plaintiff and the Plaintiff seeks reimbursement accordingly. The items will be turned over to the First Defendant once this claim has been settled in full.
30. The Plaintiff started to repay herself from proceeds of the rent collected each month as agreed with no objection from the First Defendant.

Performance by the Plaintiff

In reliance on the various Agreements, the Plaintiff:

- a. Paid the First Defendant's vehicle insurance from 7th Dec 2024 to 7th December, 2025.
 - b. Paid the First Defendant's vehicle license for the year 2024 to 2025.
 - c. Paid off the First Defendant's delinquent mortgage.
 - d. Renovating the Property.
 - e. Successfully sourced tenants for the Property.
 - f. Prepared and executed lease agreements on behalf of the First Defendant as landlord.
 - g. Managed the Property, including collecting rent and paying expenses and carried out ongoing repairs as needed.
31. The Plaintiff has maintained detailed accounts of all expenditure and income relating to the Property.

Breach by the First Defendant

32. The First Defendant wrongfully repudiated and/or breached the various agreements in that between he:-
- a. failed and/or refused to repay the various loans in full.
 - b. failed and/or refused to reimburse the Plaintiff fully for the renovation and other expenses and costs incurred.
 - c. changed the locks on the Property preventing the 4 tenants from entering and re-entering the Property with peaceful enjoyment in accordance with their written rental agreements.
 - d. unlawfully evicted the 4 tenants that were paying rent to the Plaintiff and/or permitted the Second Defendant to unlawfully evict them.

- e. refused and/or failed to return security deposits in the sum of **CI\$2,400.00** to the tenants or to the Plaintiff and/or permitted the Second Defendant to unlawfully keep the said security deposits.
 - f. caused the tenants to be harassing the Plaintiff for the return of their security deposits.
 - g. wrongfully taken over control of the Property and/or permitted and/or authorised the Second Defendant to interfere with the Plaintiff's management of the Property.
 - h. failed to ensure that the Plaintiff continued to receive rental income in accordance with the Agreement.
 - i. Re-rented the Property to new tenants and is collecting the rent each month.
33. By reason of the First Defendant's conduct, the Plaintiff has been deprived of the agreed mechanism for reimbursement.

Conduct of the Second Defendant

The Second Defendant:

- a. On or about 15 March 2026, the Second Defendant attended at the Property and demanded that the tenants pay rent to her instead of the Plaintiff.
- b. Threatened tenants that they should vacate the Property immediately if they did not comply with her above demands.
- c. Changed the locks on the doors and refused to give new keys to the tenants.
- d. Turned off the cooking gas from the outside line preventing the tenants from finishing the cooking of their meals.
- e. Turned off the washing machine, preventing the tenants from completing the washing of their clothes.
- f. The Second Defendant acted with knowledge of, or was reckless as to, the Plaintiff's interest in the Property and the Agreement with the First Defendant.

Tortious Interference

At all material times:

34. A valid and subsisting contractual arrangement existed between the Plaintiff and the First Defendant.
35. The Second Defendant knew or ought reasonably to have known of the Plaintiff's rights.
36. The Second Defendant intentionally and/or unlawfully interfered with the said contractual and/or business relationship between the Plaintiff and the First Defendant by:
 - a. Diverting rental payments.
 - b. Disrupting the Plaintiff's management of the Property.
 - c. Threatening and causing fear to tenants and interfering with their peaceful enjoyment of the Property.
37. As a result of the Second Defendant's actions, the Plaintiff has suffered loss and damage, including loss of rental income.

Loss and Damage

The Plaintiff has suffered:

- a. Loss of the remaining balance of renovation costs yet to be reimbursed.
- b. Loss of rental income from the Property.
- c. Additional financial and administrative losses.
- d. All other loan amounts as stated above.

AND THE PLAINTIFF CLAIMS:-**Against the First Defendant:**

- a) Damages for breach of contract.
- b) Payment of all outstanding balance of renovation costs and other unpaid loans.

- c) The sum of **CI\$2,400.00** being the refund of security deposit owing to the tenants.
- d) Alternatively, **restitution and/or unjust enrichment.**

Against the Second Defendant:

Damages for unlawful interference with contractual and/or economic relations.

- a) An **injunction** restraining the Second Defendant from:
- b) Collecting rent from the Property.
- c) Interfering with tenants.
- d) Interfering with the Plaintiff's management of the Property.

Against Both Defendants:

- a) An **accounting** of all rental income received since 30th March, 2026.
- b) Interest pursuant to the Judicature Act.
- c) Costs.
- d) Such further or other relief as the Court deems just.

Dated this 28th day of May, 2026



Margeta Facey-Clarke
Plaintiff

This Writ was issued by Margeta Facey-Clarke, the Plaintiff herein whose address for service is 33 Woodstock Road, Red Bay, George Town, Grand Cayman. **Prior to** service or delivery of documents please call (345) 917-6351 or email mclarke@candw.ky

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION
CAUSE NO. _____ OF 2026

BETWEEN:	MARGETA FACEY-CLARKE	Plaintiff
AND:	LEONARD CHARLEY CHRISTIAN BLANDFORD	1 st Defendant
AND:	JENNIFER WHITE (aka DELANEY)	2 nd Defendant

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
 2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

☐ yes ☐ no
 3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

☐ yes ☐ no
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Service of the Writ is acknowledged accordingly

(Signed).....
Defendant (if in Person) or Attorney for the Defendant

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Margeta Facey-Clarke
33 Woodstock Road, Red Bay
P.O. Box 2545, Grand Cayman KY1-1104
George Town, Grand Cayman
Email: mclarke@candw.ky
Tel: 345 917 6351
For service and delivery of documents please call 917-6351

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff if acting in person).
3. If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.
4. If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant. If the Defendant fails to serve that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant without further notice.
5. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.