



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC of 2025

BETWEEN:

CORPORATE SUITES LIMITED

PLAINTIFF

AND:

**HYMAN MULLINGS TRADING AS
1ST CAPITAL RESTAURANT**

DEFENDANT

PLAINT

TO: Mr Hyman Mullings
Block 28B, Parcel 204
45 Bougainvillea Way
Savannah, Bodden Town
Grand Cayman
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, 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 *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgment 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 14 March 2025

See overleaf for particulars of the Plaintiff's claim.

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (RE)

PARTICULARS OF CLAIM***Lease Agreement***

1. A lease agreement dated 12 July 2024 was entered into between the Defendant and the Plaintiff (the "**Lease**") in respect of property located at Registration Section Bodden Town, Block 44B Parcel 78 Unit 2 of the building known as Pirates Caves Commercial (the "**Property**").
2. The Lease was for a one year term, with monthly rent of One Thousand and Six Hundred Cayman Islands Dollars (CI\$1,600), payable on the first day of each month. The outstanding payments under the Lease are detailed in items 21 to 29 of the table in Appendix One of this Plaintiff.
3. The Defendant first defaulted on a rent payment due on 1 October 2022, under the original lease agreement dated 6 July 2022 (refer to items 1–9 in Appendix One of this Plaintiff).
4. On 17 August 2023, the Defendant renewed the original lease but continued to default on rent payments (refer to items 10–20 in Appendix One of this Plaintiff).
5. Each of the leases referenced in paragraphs 2 to 4 (together, the "**Leases**") contains the same terms.
6. The Defendant agreed to provide a security deposit equal to one month's installment of rent in accordance with sub-clause 1.2.1 (*Security Deposit*) of the Leases. Further, pursuant to sub-clause 1.2.2 (*Security Deposit*), the parties agreed that interest would accrue on any overdue rent, as outlined in paragraph 7.
7. On 25 February 2025, the Plaintiff was informed that the Defendant intended to vacate the Property on 27 February 2025 without prior notice to the Plaintiff. This intention was later confirmed by a sign posted on the Property's front door, indicating the Defendant's departure.

Rent Due

8. By abandoning the Property, the Defendant is in breach of the Leases pursuant to Clause 16 (*Termination of the Lease*) (as outlined below), and consequently owes the following amounts to the Plaintiff:
 - (i) Eight Thousand Cayman Island Dollars (CI\$8,000.00) in overdue rent; and
 - (ii) Four Thousand Eight Hundred Cayman Island Dollars (CI\$4,800.00) for the remaining months' rent (April, May and June).

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (RE)

9. Together, these amounts total Twelve Thousand Eight Hundred Cayman Islands Dollars (CI\$12,800) ("**Unpaid Rent**"). Clause 16 of the Leases states that:

"In the event [the] Tenant, prior to the end of the term of this Lease, or extension or renewal thereof, (1) abandons the Premises, gives [the] Landlord verbal or written notice of intent to move out prior to the end of the lease term of renewal or extension thereof, removes property in contemplation of moving out, or is judicially evicted, all month rentals for the remainder of the lease term or renewal or extension shall be accelerated automatically without notice or demand, and shall immediately become due and payable (Emphasis Added)."

Interest on Rent Due

10. Further, pursuant to sub-clause 1.2.2 (*Security Deposit*) of the Leases, the Leases stipulate that "interest at the Prescribed Rate on any Rent or other sum the payment of which is more than 10 days overdue to be calculated from its due date". At the date of this Plaintiff, the total sum of interest on the overdue rent is Eight Hundred Ninety Cayman Island Dollars and Thirty-Five Cents (CI\$890.35) (the "**Calculated Interest**"). The detailed calculations for this interest are set out below. The 'Prescribed Rate' was defined as 3 per cent over the prime lending for US Dollars offered by Scotiabank & Trust (Cayman) Limited.

	Due Date	Date Paid	Rent CI\$	US Prime Rate %	Prescribed Rate % (+ 3%)	Time overdue	Interest CI\$
1	1 October 2022	14 October 2022	1,600	5.50 (US Prime Rate Increase to 5.50 per cent from 1 August 2022.)	8.50	1/12	11.33
2	1 December 2022	12 December 2022	1,600	7.00 (US Prime Rate Increase to 7.75 per cent from 16 December 2022.)	10	1/12	13.33

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (RE)

3	1 January 2023	2 February 2023	1,600	7.50 (US Prime Rate Increase to 7.75 per cent from 16 December 2022)	10.50	1/12	14
4	1 February 2023	8 March 2023	1,600	7.50	10.50	1/12	14
5	1 March 2023	13 April 2023	1,600	7.75 (US Prime Rate Increase to 7.75 per cent from 3 February 2023)	10.75	2/12	28.67
6	1 April 2023	16 May 2023	1,600	8.00 (US Prime Rate Increase to 8.00 per cent from 24 March 2023)	11	2/12	29.33
7	1 May 2023	12 June 2023	1,600	8.25 (US Prime Rate Increase to 8.25 per cent from 5 May 2023)	11.25	2/12	30
8	1 June 2023	17 July 2023	1,600	8.25	11.25	2/12	30
9	1 July 2023	14 August 2023	1,600	8.25	11.25	2/12	30
10	1 August 2023	25 September 2023	1,600	8.25	11.25	2/12	30

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (RE)

11	1 September 2023	20 October 2023	1,600	8.50 (US Prime Rate Increase to 8.50 per cent from 28 August 2023.)	11.50	2/12	30.67
12	1 October 2023	22 November 2023	1,600	8.50	11.50	2/12	30.67
13	1 November 2023	27 December 2023	1,600	8.50	11.50	2/12	30.67
14	1 December 2023	25 December 2023	1,600	8.50	11.50	2/12	30.67
15	1 January 2024	21 February 2024	1,600	8.50	11.50	2/12	30.67
16	1 February 2024	21 March 2024	1,600	8.50	11.50	2/12	30.67
17	1 March 2024	23 April 2024	1,600	8.50	11.50	2/12	30.67
18	1 April 2024	4 June 2024	1,600	8.50	11.50	1/12	15.33
19	1 May 2024	30 July 2024	1,600	8.50	11.50	2/12	30.67
20	1 June 2024	28 August 2024	1,600	8.50	11.50	2/12	30.67
21	1 July 2024	24 September 2024	1,600	8.50	11.50	2/12	30.67
22	1 August 2024	22 October 2024	1,600	8.50	11.50	2/12	30.67
23	1 September 2024	16 January 2025	1,600	8.50	11.50	4/12	61.33
24	1 October 2024	Due	1,600	8.00 (US Prime Rate decrease to 8.00 per cent from 20	11	5/12	73.33

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (RE)

				September 2024.)			
25	1 November 2024	Due	1,600	8.00	11	4/12	73.33
26	1 December 2024	Due	1,600	7.75 (US Prime Rate decrease to 7.75 per cent from 12 November 2024)	10.75	3/12	43
27	1 January 2025	Due	1,600	7.50 (US Prime Rate decrease to 7.50 per cent from 20 December 2024)	10.50	2/12	28
28	1 February 2025	Due	1,600	7.50	10.50	1/12	14
29	1 March 2025	Due	1,600	7.50	10.50	1/12	14
				Total Calculated Interest			CI\$ 890.35

11. The Plaintiff instructed KSG Attorneys ("**KSG**") on 25 February 2025 and KSG served a demand letter on the Defendant on 27 February 2025. The Demand letter informed the Defendant that if he failed to provide the Total Monies Owed, as defined below, the Plaintiff would issue proceedings against him.
12. The Defendant has failed to pay sums due in accordance with the Leases. As at the date of this Plaintiff, the particulars of the sums due and owing are as follows:
- (i) the Unpaid Rent; and
 - (ii) the Calculated Interest;

totaling Thirteen Thousand Six Hundred and Ninety Cayman Island Dollars and Thirty-Five Cents (CI\$13,690.35) (the "**Total Monies Owed**"), with interest still accruing.

AND THE PLAINTIFF CLAIMS:

- a) The Defendant owes the Plaintiff a total amount of CI\$13,690.35, which consists of the following:

Principal Amount: CI\$12,800

Interest: CI\$ 890.35

The interest accrued on the principal amount is detailed below:

Pre-Judgment Interest: Interest has accrued on the principal amount from 1 October 2022 to the date of judgment. The Plaintiff claims pre-judgment interest at the rate of $2^{3/8}$ (0.0235) % per annum, amounting to CI\$7.44.

Post-Judgment Interest: Interest will continue to accrue on the total judgment amount (principal and interest) from the date of judgment until full payment is made. The Plaintiff claims post-judgment interest at the rate of $2^{3/8}$ (0.0235) % per annum.

- b) Such further and other relief that the Court deems fit.
- c) Costs of and incidental to these proceedings.

If within the time for returning Acknowledgement of Service the Defendants pays to the Plaintiff Attorneys-at-Law the total amount claimed of CI\$13,690.35 all further proceedings will be stayed.



KSG

Attorneys for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC of 2025

BETWEEN:

CORPORATE SUITES LIMITED

PLAINTIFF

AND:

HYMAN MULLINGS TRADING AS
1ST CAPITAL RESTAURANT

DEFENDANT

ACKNOWLEDGMENT 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 defense overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2025

See Overleaf

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (RE)

(Here set out in numbered paragraph 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 Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

This **PLAINT** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (RE)