



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2025

BETWEEN:

CREWE ROAD TILE AND BUILDING MATERIALS CO. LTD.

PLAINTIFF

AND:

COUNT ON US CAYMAN LTD.

DEFENDANT

PLAINT

TO THE DEFENDANT:

Count On Us Cayman of P.O Box 11746, Grand Cayman, Cayman Islands, KY1-1009

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

Within fourteen (14) days after the 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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defense** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or to return the Acknowledgement of Service form containing full particulars of your defense, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 7th day of August 2025.

IMPORTANT

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

This **PLAINT** was filed by Nelsons Legal whose address for service is The Grand Pavilion, 802 West Bay Road, PO Box 30069, Grand Cayman, KY1-1201, Cayman Islands. (Ref: CF/7954/00001)

PARTICULARS OF CLAIM

The Parties

1. The Plaintiff is a company incorporated in the Cayman Islands and the registered proprietor of the commercial property known as Unit 104B, The Crighton Building, 256 Crewe Road, George Town, Grand Cayman (the **"Premises"**).
2. The Defendant is a company incorporated in the Cayman Islands and was the tenant of the Premises pursuant to a written lease agreement dated 20 November 2024 (the **"Lease"**).

The Lease

3. In terms of the Lease, the Plaintiff leased the Premises to the Defendant for a term of three (3) years commencing on 1 December 2024 (the **"Commencement Date"**).
4. The Lease provided for an annual rent of CI\$16,308.00, payable monthly in advance (the **"Rent"**).
5. The lease provided for an annual increase of the greater of the C.P.I or 3% on the anniversary of the Commencement Date.
6. The Lease did not contain any provision permitting the early termination of the Lease by the Defendant.
7. Clause 4.24 of the Lease provides for interest on overdue payments at a rate of 5% above the US Dollar prime rate for payments which was not made within 7 days of the due date.

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8. Clause 4.30 provides that the Defendant shall indemnify the Plaintiff for legal costs on a full indemnity basis in the event of breach.

Breach of the Lease

9. On or about 29 May 2025, the Defendant purported to terminate the Lease prematurely unilaterally and without the Plaintiff's consent.
10. The Defendant vacated the Premises on or about 4 June 2025.
11. The Defendant's actions constitute a repudiatory breach of the Lease.
12. As at the date of issuing this Plaint being this 7th day of August 2025, the Defendant is indebted to the Plaintiff the amount of CI\$4,710.00 for the non-payment of rental for the months of February, March, April and May 2025.

Legal Expenses

13. By reason of the Defendant's breach of the Lease the Plaintiff has incurred legal expenses for which the Defendant is, in accordance with Clause 4.30, required to pay on a full indemnity basis.
14. As at the date of issue of the Plaint, the Plaintiff has incurred the following reasonable expenses: -

Professional fees and disbursements – Nelsons Attorneys-at-Law CI\$1,000.00

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

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15. Further, the Plaintiff seeks and is entitled to interest at a rate of 5% above the US Dollar prime rate from date of breach until the date of judgment and post-judgment interest in accordance with clause 4.24 of the Lease.
11. Alternatively, the Plaintiff seeks and is entitled to interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

AND THE PLAINTIFF CLAIMS:

1. Principle Rent owed of CI\$4,710.00.
2. Interest at a rate of 5% above the US Dollar prime rate from date of breach until the date of judgment
3. Post-Judgment interest from the date of judgment until the date payment of the judgment debt in full.
4. Costs on an indemnity basis pursuant to clause 4.30 of the Lease.
5. Such further and/or other relief as this honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$5,710.00**, together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



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**Nelsons Legal
Attorneys for the Plaintiff**

Plaintiff's address for service:

Nelsons Legal, The Grand Pavilion, 802 West Bay Road, George Town, Grand Cayman, Cayman Islands.

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ACKNOWLEDGEMENT OF SERVICE

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant may have to pay the costs of applying to set it aside.

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1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

☐ YES

☐ NO

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant 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

4. If you 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 / Attorney for

Dated this _____ day of _____ 2025

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that they are not liable to the Plaintiff or is not liable for the full amount claimed.

- 1.
- 2.
- 3.
- 4.
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- 14.
- 15.

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

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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, 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.

Nelsons Legal
The Grand Pavilion
802 West Bay Road
George Town
Grand Cayman
Ref: CF/7954/00001

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

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DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

1. The accompanying form of **Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings **must also serve a defence** on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Plaintiff (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 Plaintiff, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaintiff, 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 his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, **issue a Summons** for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments 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 Acknowledgement of Service and return it to the Court's Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a Plaintiff served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as *(the name stated on the Plaintiff 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 his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.

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