



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G OF 2025

BETWEEN:

SAXON MOTOR & GENERAL INSURANCE COMPANY LTD.

PLAINTIFF

AND:

DENIS BRADY T/A OUR DAILY BREAD

DEFENDANT

WRIT OF SUMMONS

TO: Denis Brady T/A Our Daily Bread Bakers and Confectioners, whose registered office is at Second Floor, Anderson Square, PO Box 11740, George Town, Grand Cayman, KY1-1009, Cayman Islands

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

Within fourteen (14) days 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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action.

If you fail to satisfy the claim or to return the Acknowledgement of Service within the time stated, or if you return the Acknowledgment without stating therein any 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 4th day of December 2025.

NOTE this Writ may be served later than 4 calendar months beginning with the date of original issuance unless renewed by the Court.

IMPORTANT

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

This **WRIT OF SUMMONS** 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/6799-00001)

IN THE GRAND COURT OF THE CAYMAN ISLANDS**CAUSE NO. G OF 2025****BETWEEN:****SAXON MOTOR & GENERAL INSURANCE COMPANY LTD.****PLAINTIFF****AND:****DENIS BRADY T/A OUR DAILY BREAD****DEFENDANT**

STATEMENT OF CLAIM

The Parties

1. The Plaintiff is Saxon Motor & General Insurance Company Ltd ("**Saxon**"), the registered proprietor of the building known as the Saxon Centre, situated at 14 Saturn Close, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.
2. The Defendant is Denis Brady, formerly the tenant of a commercial unit (the "**Premises**") at the Saxon Centre, where he operated a business trading as Our Daily Bread Bakers and Confectioners.

The Lease and Tenancy

3. By a written lease dated 28 August 2021 (the "**Lease**"), the Plaintiff leased the Premises to the Defendant for a term of three years commencing on 1 September 2021, at a monthly rent of CI\$2,250, payable on the first day of each month pursuant to Clause 2.1.1 and the First Schedule. The Lease expired on 31 August 2024.

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4. Under Clause 2.1.2, the Defendant paid a security deposit of CI\$4,500 as security for performance of his obligations under the Lease.
5. Upon expiry of the Lease, the Defendant remained in occupation with the Plaintiff's consent on a month-to-month tenancy on the same terms, as provided by Clause 8.2, until vacating the Premises on 31 July 2025.
6. At the time of his vacation of the Premises, in breach of the terms of the Lease, the Defendant was in arrears of rent in the sum of CI\$29,500 (the "**Arrears**").
7. Notwithstanding written demands from both the Plaintiff and its attorneys, the Defendant has failed to pay the sums due to the Plaintiff under the terms of the Lease.

Payments and Outstanding Balance

8. After applying the security deposit of CI\$4,500, the Arrears stood at CI\$25,000.
9. On 29 August 2025, the Defendant paid CI\$5,000 toward Arrears and CI\$970.77 toward the electricity bill.
10. Accordingly, the balance of Arrears due and owing is CI\$20,000 (exclusive of interest).

Interest

11. Under Clause 2.1.27, interest is payable on the Arrears at 5% above the Butterfield Bank prime rate, compounded monthly. As of October 2025, the prime rate was 7%, making the contractual interest rate 12% per annum at that stage.
12. Interest has accrued from 1 September 2024 on the outstanding Arrears, including after the partial payment on 29 August 2025. As at 4 December 2025, interest totals CI\$3,703.79, calculated as follows:

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12.1 Phase 1 (1 September 2024 to 29 August 2025): CI\$2,891.71

12.2 Phase 2 (29 August 2025 to 4 December 2025): CI\$812.08

13. The total amount due as at 4 December 2025 is CI\$23,703.79, comprising CI\$20,000 principal and CI\$3,703.79 interest. Interest continues to compound monthly at 12% per annum until judgment or payment in full.

14. Post-judgment contractual interest is claimed at a 12% per annum in accordance with the contractual interest charged at Clause 2.1.27 of the Lease.

Legal Expenses

15. 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 2.1.6 of the Lease, required to pay on an indemnity basis.

16. As at the date of issue of the Writ, the Plaintiff has incurred the following reasonable expenses: -

16.1 Professional fees and disbursements – Nelsons Legal: USD \$7,000 (CI \$5,821.04).

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

Particulars of Loss

18. Rental Arrears: CI\$29,500

Less Security Deposit: (CI\$4,500)

Less Payment on 29 August 2025: (CI\$5,000)

Balance Due: CI\$20,000

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19. Contractual Interest to 4 December 2025: CI\$3,703.79

20. Total to Date: CI\$23,703.79

AND THE PLAINTIFF CLAIMS

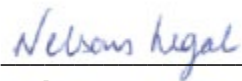
21. CI\$20,000 being unpaid rent after applying the security deposit and partial payment;

22. CI\$3,703.79 as contractual interest accrued up to 4 December 2025, together with continuing contractual interest at the rate of 12% per annum (calculated monthly and compounded at the end of each month) on the outstanding rental arrears, such interest to accrue until payment in full, meaning payment of the principal arrears plus all interest accrued up to the actual date of payment or judgment.

23. Post-judgment contractual interest at 12% per annum, pursuant to Clause 2.1.27 of the Lease

24. Costs on an indemnity basis pursuant to Clause 2.1.6 of the Lease;

25. Such further and/or other relief as this Honourable Court deems appropriate.



Nelsons
Attorneys for the Plaintiff

Plaintiff's address for service:

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

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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 you do not intend to contest the action, do you want time in which to pay the claim?
(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 Writ of Summons is acknowledged accordingly.**

Defendant's Signature**Dated this _____ day of _____ 2025**

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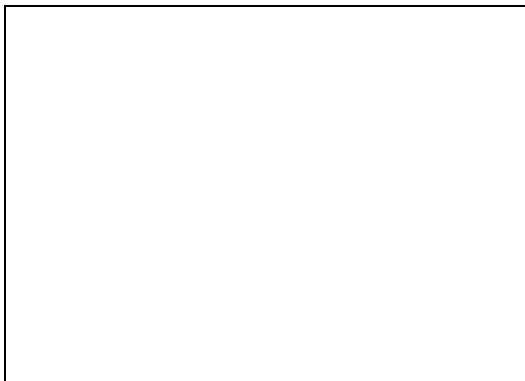
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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

Nelsons
Attorneys at Law
PO Box 30069
802 West Bay Road
Grand Cayman KY1-1201
Attn: C Flanagan
Ref: 6799-00001

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



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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 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 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.

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 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 Acknowledgment 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 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 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 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 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 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.