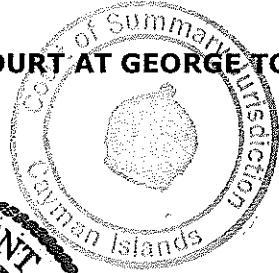


**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC 229 of 2017**

**BETWEEN:**



**DEX LTD.**

**PLAINTIFF**

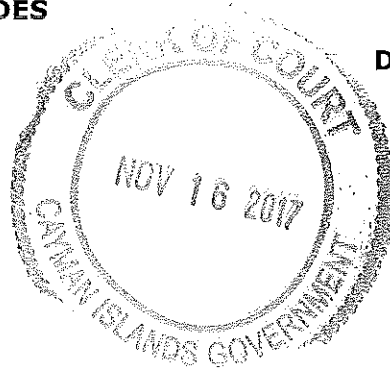
**AND**



**FERNANDO MENDES**

**DEFENDANT**

**PLAINT**



To: The Defendant:  
Fernando Mendes  
12 Egret Lane  
Prospect  
Grand Cayman

**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 **Plaint** on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, 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 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 16<sup>th</sup> day of November 2017

**See overleaf for particulars of the Plaintiff's claim**

## **PARTICULARS OF CLAIM**

1. The Plaintiff is a finance company, with their registered office being at One Capital Place, 3rd Floor, 130 Shedden Road, P.O. Box 799, Grand Cayman KY1-1103.
2. On or about the 20<sup>th</sup> October 2014 the plaintiff offered to lend to the defendant the sum of CI\$5,000 repayable on terms recorded in writing.
3. On or about the 28<sup>th</sup> October 2014 the plaintiff offered to lend to the defendant the further sum of CI\$2,000 repayable on terms recorded in writing.
4. These agreements are more particularly evidenced by a loan agreements in writing dated 20<sup>th</sup> and 28<sup>th</sup> October 2014 setting out the full terms of the loan agreements.
5. The following were express terms of the Agreements:
  - 5.1 The plaintiff would lend the defendant the sums of CI\$2,000 and CI\$5,000.
  - 5.2 The defendant would pay an arrangement fee of \$85 per loan and repayment would be made of all sums borrowed on or before the 17<sup>th</sup> November 2014.
  - 5.3 Default interest is payable at the rate of 23% per annum from the repayment date until payment to be compounded monthly.
  - 5.4 The plaintiff is entitled to defer or waive any or all payment of interest on the loans.
  - 5.5 In the event of default by the defendant in paying any sum due the entire loans became due and payable.
  - 5.6 The defendant shall pay to the plaintiff all costs, fees and expenses including legal fees in connection with preserving or enforcing or attempting to preserve or enforce any of the plaintiff's rights under the agreements.
6. Pursuant to the agreements, the plaintiff duly lent the defendant the sum of \$7,000.
7. In breach of the agreements the Defendant failed to make repayment of the said loans in accordance with the terms of the agreements on 17<sup>th</sup> November 2014.
8. By email exchanges between 26 April 2017 and 23<sup>rd</sup> August 2017 the defendant acknowledged the debt and made promises to pay the total sums due and owing but has failed to do so.

9. In the premises, the Defendant is indebted to the Plaintiff in the principal sums of CI\$2,000, CI\$5,000 and \$170 as arrangement fees to a combined \$7,170 (together the principal sum of \$7,170) and interest to date.
10. The plaintiff waives its right to compound interest and claims simple interest at the rate of 23% per annum.

**STATEMENT REGARDING INTEREST**

1. The plaintiff claims interest from the 17<sup>th</sup> November 2014 at the contractual rate of 23% per annum.
2. The daily interest charged is \$4.41 per day.
3. The amount of interest accruing to date is \$4,829.

**AND THE PLAINTIFF CLAIMS:**

- (i) The principal sum of CI\$7,170 and contractual interest of \$4,829 as monies due and owing.
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2016 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iii) Costs or alternatively fixed costs in the sum of CI\$200.00 plus filing fees and bailiff's fee for service

  
\_\_\_\_\_  
**KSG Attorneys-at-Law**

**Endorsement**

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$11,999 and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service

4<sup>th</sup> Floor Harbour Centre  
42 North Church Street  
PO Box 2255  
George Town, KY1-1107

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC of 2017**

**BETWEEN:**

**DEX LTD.**

**PLAINTIFF**

**AND:**

**FERNANDO MENDES**

**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 defence overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**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, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.