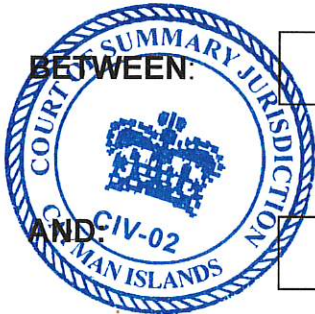


**No. 1
Plaint**



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 191 of 2019



BETWEEN:

Sharon Lamb

Plaintiff

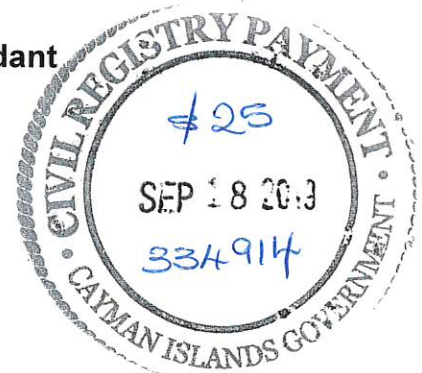
AND:

Fernando Mendes

Defendant

To the Defendant

Name: Fernando Mendes
Address: Egret Lane, Patrick's Island
Spotts, 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 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 our **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 18th day of September, 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

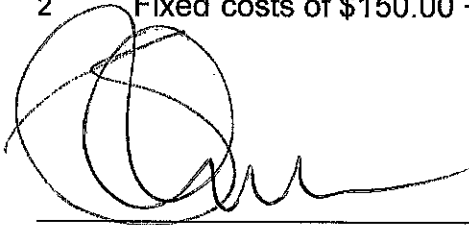
(Here set out in numbered paragraphs, the grounds upon which the Plaintiff claims that the Defendant is indebted to her or is liable to pay damages to her).

1. In early 2016 the Defendant approached and asked the Plaintiff for several monetary loans;
2. The Defendant had claimed to the Plaintiff, amongst other things, that his son needed urgent medical care, and that his electricity supply was about to be cut off at his home;
3. In an effort to help the Defendant and his family, the Plaintiff made these loans in good faith;
4. The Plaintiff asked the Defendant many times over approximately 18 months to repay the loans. The Defendant had many excuses none of which the Plaintiff believed. The Plaintiff has emails and messages to support this;
5. On the 18th day of September, 2017 the Defendant met with the Plaintiff and signed a promissory note promising to repay the total owed in the amount of CI\$20,420.00;
6. A schedule was created within the promissory note wherein the Plaintiff agreed that the Defendant could repay the loan by instalments of CI\$1,000 bi-weekly. This figure was put forward by the Defendant;
7. The Defendant did not honour the promissory note and was sporadic in his payments;
8. The Plaintiff emailed, messaged and telephoned the Defendant many times to which the Defendant again had many excuses;
9. The last payment made by the Defendant to the Plaintiff was on the 20th day of June, 2018 as evidenced in the attached promissory note schedule was has served as a record;
10. The balance outstanding is CI\$5,420.00;
11. The Plaintiff wrote again to the Defendant on the 2nd day of August of 2019 asking for repayment of the balance of the loan;

12. The Defendant wrote back to the Plaintiff on the same day stating that he would not pay the balance of the funds owed claiming that they did not belong to the Plaintiff;
13. In the same email the Defendant made threats to the Plaintiff;
14. The Plaintiff attests that the Defendant visited her home several times in 2016 to borrow money;
15. The Plaintiff further attests that she personally handed the Defendant the funds that are now referred to as the loan;
16. The Defendant recognized the debt payable to the Plaintiff by the signing of the promissory note on the 18th day of September, 2018; and
17. The Plaintiff seeks repayment of the balance outstanding together with costs.

AND the Plaintiff claims:

- 1 The sum of CI\$ 5,420.00
- 2 Fixed costs of \$150.00 + \$25.00 filing fee alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

Name:	Sharon Lamb
Address:	P.O. Box 31822SMB Omega Drive, Spotts Grand Cayman

PROMISSORY NOTE

I, **FERNANDO MENDES**, evidenced by the signing of this Promissory Note, herein agree that I owe to SHARON LEXA LAMB, the following loan amounts:

Cayman Islands Dollars: \$14, 500.00
 United States Dollars: \$6,000.00 (converted at .82=CI\$4920)
 Total: \$19,420.00 Cayman Islands Dollars represent the total debt

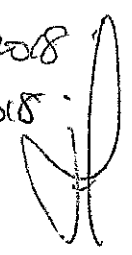
Interest terms on the normal basis are waived however an additional CI\$1,000 shall be added to the loan and these terms are agreeable at the signing of this contract.

Further, I promise to pay the debt on the following terms, however should I be in a position to pay down the loan more quickly or in full, I will do so and the terms herein provide for payment in full at an earlier date.

<u>DATE:</u>	<u>AMOUNT:</u>	<u>SIGNATURE:</u>
22 September, 2017	CI\$1,000 #1	<i>Ben</i>
6 October, 2017	CI\$1,000 #2	<i>Ben</i>
20 October, 2017	CI\$1,000 #3	<i>Ben</i>
1 3 November, 2017	CI\$1,000 #4	<i>Ben</i>
+ 17 November, 2017	CI\$1,000 #5	<i>Ben Feb 9th</i>
4 1 December, 2017	CI\$1,000 #6	<i>Ben</i>
15 December, 2017	CI\$1,000 #7	<i>Ben</i> } 22-03-18 \$2k.
29 December, 2017	CI\$1,000 #8	<i>Ben</i> } 10 April, 2018.
12 January, 2018	CI\$1,000 #9	<i>Ben</i> } Paid 5 May, 2018
26 January, 2018	CI\$1,000 #10	<i>Ben</i> } Paid 6 June, 2018

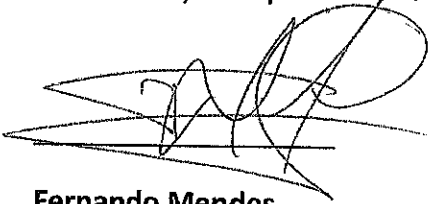
*Paid to date
 \$5K.
 BAL \$14,420
 Plus 1000
 Int.*

M



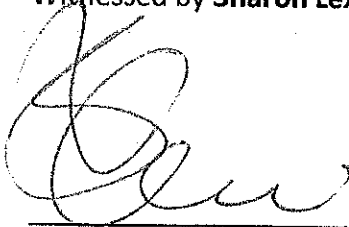
9 February, 2018	CI\$1,000 #11
23 February, 2018	CI\$1,000 #12
9 March, 2018	CI\$1,000 #13
23 March, 2018	CI\$1,000 #14
6 April, 2018	CI\$1,000 #15
20 April, 2018	CI\$1,000 #16
4 May, 2018	CI\$1,000 #17
18 May, 2018	CI\$1,000 #18
1 June, 2018	CI\$1,420 #19
15 June, 2018	CI\$1,000 in respect of Interest

I, **Fernando Mendes**, hereby set my hand and apply signature and attest to the aforementioned this 18th day of September, 2017.



Fernando Mendes

Witnessed by **Sharon Lexa Lamb** this 18th day of September, 2018



Sharon Lexa Lamb

Received: \$600 CFS
 \$600 CFS.
 \$800 CFS
 \$1000 CFS.
 \$1000 CFS Dec 8th.
 \$1000 CFS Feb 9th.

\$5000 CFS To date.

Balance owed \$14,420.00 plus 1000 Int

Paid @ hair salon	Paid \$2000	22-03-18 = Bal \$12,420.00
		<u>+1000</u>
Paid @ Strand/Cafe.	Paid \$1000	10-04-18 = Bal \$11,420.00
		<u>+1000</u>
Paid @ Strand	" \$1000	3-5-18 = Bal \$10,420.00
		<u>+1000</u>
Paid @ Strand	" \$1000	6-6-18 = Bal \$9,420.00
		plus \$1,000 Int.

Total owed @ 6 June, 2018 is C\$10,420.00

This amount includes the Int @ C\$1,000.00

20 June, 2018 - \$5000.00

balance

Owing \$5,420.00.

No. 2
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2019

BETWEEN:

Plaintiff

Sharon Lamb

AND

Defendant

Fernando Mendes

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Name:	Fernando Mendes
Address:	Egret Lane, Patrick's Island Grand Cayman, Cayman Islands

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 not 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 _____, 2019

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.