



CAUSE NO: CIV 0302 OF 2013

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

DONOVON LLOYD KELLYMAN

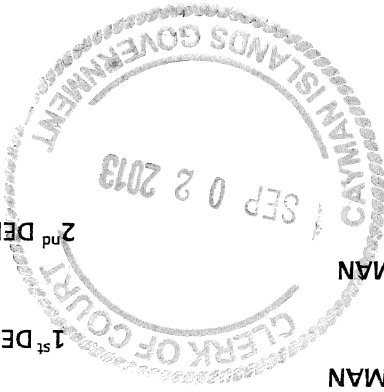
1<sup>st</sup> DEFENDANT

AND:

ERROL PERCIVAL KELLYMAN

2<sup>nd</sup> DEFENDANT

WRIT OF SUMMONS



Errol Kellyman

AND:

Donovon Lloyd Kellyman

TO:

**THIS WRIT OF SUMMONS** 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 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 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an 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      day of August 2013.

**NOTE** - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

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

**STATEMENT OF CLAIM**

1. The Plaintiffs are bankers carrying on business at their branch on Dr. Roys Drive, George Town, Cayman Islands.
2. On or about the 8<sup>th</sup> September 2009 the Plaintiff agreed to lend to the 1<sup>st</sup> Defendant the sum of CI\$60,000 which the 1<sup>st</sup> Defendant agreed to repay in monthly installments until full payment.
3. The said agreement was made in writing between the Plaintiff and 1<sup>st</sup> Defendant on the 8<sup>th</sup> September 2009 and the full terms of the said agreement were embodied in a Memorandum of Agreement signed by both parties on the 11<sup>th</sup> September 2009.
4. The salient terms of the agreement between the parties were as follows:
  - 3.1 the plaintiff will loan the sum of CI\$60,000 to the 1<sup>st</sup> defendant subsequent to signing of the requisite loan documentation.
  - 3.2 That the 1<sup>st</sup> defendant will repay the principal together with interest by monthly installments of commencing 31 January 2012 over a period of 120 months.
  - 3.3 The 1<sup>st</sup> and 2<sup>nd</sup> defendants will enter into a guarantee to repay the loan in the event of default of the 1<sup>st</sup> defendant.
  - 3.4 That interest shall be charged at the rate of base plus 0.55% to an effective rate of 7% on the principal amount disbursed and outstanding.
  - 3.5 That the 2<sup>nd</sup> Defendant would execute a guarantee to repay the loan in the event of default of the 1<sup>st</sup> defendant.
  - 3.6 That should the 1<sup>st</sup> defendant default in payment of any of repayment installment for in excess of 30 days that the plaintiff is entitled to declare the sum received and outstanding and any interest thereon as immediately due and payable.
5. The plaintiff agreed to the terms of the loan and an agreement was entered into in writing by the Plaintiff and 1<sup>st</sup> Defendant on the 11<sup>th</sup> September 2009 and this document was co-signed by the 2<sup>nd</sup> defendant as surety.
6. In consideration of the plaintiff entering into the said agreement, the 2<sup>nd</sup> defendant by written agreement evidenced by his signature on a Guarantee, signed by the 2<sup>nd</sup> defendant on the 9<sup>th</sup> December 2010 guaranteed the payment to the plaintiff of the said sum of CI\$60,000. A copy of the signed Loan Offer, Acceptance, Memorandum of Agreement and Guarantee are annexed to this statement of claim as evidence of the entire terms and conditions and obligations of all parties.
7. In accordance with the terms as set out at paragraph 3 above and with the said loan agreement the Plaintiff lent to the 1<sup>st</sup> Defendant the sum of CI\$60,000.

8. In breach of the agreement the 1<sup>st</sup> Defendant failed to make repayments on the said loan in accordance with the repayment schedule and on the 19<sup>th</sup> July 2013 the Plaintiff demanded repayment of the entire sum owing of \$64,517.77 from all defendants but none of the defendants have paid to the plaintiff the sum owing.

9. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the sum of CI\$64,109.01 as of the date of the 28<sup>th</sup> August 2013.

Particulars	
Principal	\$60,170
Interest	\$4,939.01

A copy of the loan account particularising the interest and principal amount is annexed to this statement of claim.

10. The Plaintiff also claims interest on the said sum owing at 7% per annum from the date of demand of repayment.

**STATEMENT REGARDING INTEREST**

a) The Plaintiff seeks pre and post judgment interest from the date of issue of proceedings at the contractual rate of base plus 1.55% to an effective rate of 7% on the unpaid balance until payment and in accordance with the provisions of the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

b) The interest rate claimed is 7% or in the alternative as per the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.

c) Interest is claimed on the sum claimed from the 28<sup>th</sup> August 2013.

d) The amount of interest owing at date of issue of this Plaintiff is \$24,58.

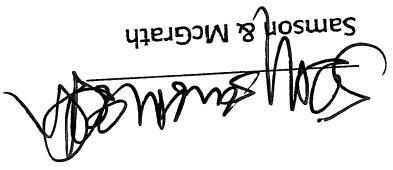
e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$12.29.

**AND THE PLAINTIFF CLAIMS:**

(i) The said sum of CI\$64,109.01.

(ii) Pre and post judgment interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

(ii) Costs or alternatively fixed costs in the sum of CI\$150.00 plus filing fees and bailiff's fee for service

  
Samson & McGrath  
Attorneys for the Plaintiff

**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\$64,109.01 and all filing fees, ad valorem fees, and all interest claimed all further proceedings will be stayed.

THIS Writ and Statement of Claim was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 5<sup>th</sup> Floor Genesis Building, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman



CAYMAN ISLANDS DEVELOPMENT BANK

September 8, 2009

Donovon Loyd Kellyman  
P.O. Box 31  
Grand Cayman KY1-1101  
CAYMAN ISLANDS

Dear Mr. Kellyman,

Offer of a Loan of CI\$60,000.00 for Educational Purposes

The Cayman Islands Development Bank (CIBD) is pleased to advise you that your application for a loan under its Student Loan Scheme has been approved on the following terms and conditions:

#### A. TERMS AND CONDITIONS

- A.1. Name of Borrower  
Donovon Loyd Kellyman
- A.2. Loan Amount  
Sixty Thousand Cayman Islands Dollars (CI\$60,000.00)
- A.3. Purpose of Loan  
To assist with the costs associated with the attainment of a Bachelor's degree in Governance & Law and Peace & Conflict Studies from London Metropolitan University
- A.4. Repayment Period  
Ten (10) years (One-Hundred and Twenty months)
- A.5. Monthly Installment  
CI\$697.00 (Six Hundred and Ninety-Seven Cayman Islands Dollars) [which payment will begin six months after the completion of your course of study – estimated at the end of December 31, 2011, with the final payment on December 31, 2021.
- A.6. Repayment of Principal  
Principal repayment of the loan will begin on January 31, 2012
- A.7. Grace Period  
During your course of study, there shall be a grace period of twenty-eight months (28) months *on the repayment of principal only* – that is between September 30, 2009 and December 2011.
- A.8. Repayment of Interest  
Interest is payable on the principal amount of the loan withdrawn and outstanding from time to time. This shall accrue from the date of the first disbursement on this loan and shall be payable monthly on the 30<sup>th</sup> day of every month. There is no grace period on the payment of interest.
- A.9. Interest Rate  
7% (Base) plus .55% per annum on the amount disbursed and outstanding from time to time.
- [The rate of interest on this loan may be subject to variation from time to time in the future, in accordance with market forces at the rate for similar loans at CIBD. Such variation may be made upon three months prior written notice by CIBD and delivered to your last known mailing address on our files].

\*Base is currently 6.45% and shall be reviewed semi-annually on January 15<sup>th</sup> and June 15<sup>th</sup> of each year.

**B. DISBURSEMENT OF FUNDS**

- B.1. Funds will be disbursed to meet expenses related to the programme of study only, and the Borrower must submit invoices and/or receipts to support each drawdown.
- B.2. The loaned funds will be disbursed at the sole discretion of CIDBs Authorized Officers.
- B.3. Disbursements are subject to availability of funds at the Bank.
- B.4. The Bank reserves the right not to disburse any funds prior to the execution and/or submission of all documents relating to the security of this loan – as outlined in the Section C. "Collateral Arrangements".

**C. COLLATERAL ARRANGEMENTS**

- C.1. Third Charge  
Third Charge over property located at Registration Section: Savannah, Block: 28B, Parcel: 211 for the loan amount of C\$60,000.00
- C.2. Guarantee by Surety  
A duly executed guarantee from your Surety who will be called upon by the Bank to repay the loan in the event of default:  
- Errol Percival Kellyman of P.O. Box 31, Grand Cayman KY1-1101, Cayman Islands
- C.3. Memo of Agreement  
Execution of a Memorandum of Agreement executed by Donovan Lloyd Kellyman showing the indebtedness to CIDB for the sum of C\$60,000.00.
- C.4. Life Insurance  
Insurance over the life of Donovan Lloyd Kellyman for the loan amount of C\$60,000.00; which is to be assigned to CIDB and must be kept current during the life of the loan.

**D. OTHER CONDITIONS**

- D.1. Meeting other costs  
The Borrower must be willing to show his ability to pay (to the relevant institution) any difference between the full cost of the programme of study, and the amount of C\$60,000.00 being loaned to the borrower by CIDB.
- D.2. Financial Awards  
The Borrower will advise CIDB immediately on receipt of any additional funding or financial awards in connection with the pursuit of the approved course of study. The CIDB reserves the right to review and accordingly reduced its loan to the borrower if any such additional funding is received.
- D.3. Salary Deductions  
The Borrower will sign and deposit with the Bank two (2) irrevocable and signed authorizations to prospective unnamed employers authorizing them to deduct from any salary income accruing to the Borrower from any employment in the Cayman Islands or elsewhere amounts due in respect of the repayment of principal and interest on the loan and to have same remitted to CIDB.
- D.4. Working in Cayman Is.  
The Borrower agrees that upon completion of the relevant courses of study that he will work in the Cayman Islands for a period of at least three (3) years.
- D.5. Performance Reports  
The Borrower will submit reports to CIDB (certified by the administration of the institution) in respect of his progress and performance during the programme of study.
- D.6. Certificate of Completion  
On completion of the programme of study, the Borrower must submit a copy of his degree certificate to CIDB.

**E. FEES, PAYMENTS and EXPENSES**

- E.1. Loan related expenses  
All expenses incurred by CIDB relating to the loan including, but not limited to, Government stamp duties, registration fees, and valuation fees will be for the account of the Borrower.





I accept the offer of a loan for CI\$60,000.00 approved under the terms and conditions as outlined in this letter of Offer and will submit the loan related fees as outlined in section E.3 above.

Date: 08/09/09  
 Donevon Lloyd Kellyman

**ACCEPTANCE OF OFFER**

Tracy Ebanks  
 Vice President

*[Signature]*  
 Yours sincerely,

Please indicate your acceptance of the terms and conditions of the loan by signing in the space provided (below) and returning the enclosed copy of this letter to CIDB before September 8, 2009 – after which time this offer will lapse.

Fees and charges to be paid to CIDB in cash or by certified cheque, include but are not limited to the following:

-	CIDB Loan Fee	CI\$ 300.00
-	Charge	CI\$ 650.00
-	Legal Fees	CI\$ 210.00
-	Stamp Duty – Guarantee	CI\$ 25.00
-	Total	CI\$1,185.00

**E.3. Fees/charges payable**

- The borrower agrees to make interest and payments to this loan as follows (please tick ✓ those that apply):
- By mailing a cheque for the monthly payment of the loan five clear days before the payment is due
  - By making payments in person to CIDB on or before the due date
  - By standing order arrangement from main bankers
  - By making deposit in person at any branch of Cayman National Bank (CNB) for relaying to CIDB and inserting the following information:
    1. Customer's name (as stated in this Offer Letter)
    2. Your CIDB loan payment account number: \_\_\_\_\_
    3. CNB in-bank account number: SV012-28203

**E.2. Making payments**

MEMORANDUM OF AGREEMENT BETWEEN DONOVON LLOYD KELLYMAN of P.O. Box 31, Grand Cayman KY1-1101, CAYMAN ISLANDS, (hereinafter referred to as the "Borrower" or the "Student" as the context may require) of the first part AND ERROL PERCIVAL KELLYMAN of 31, Grand Cayman KY1-1101, CAYMAN ISLANDS, (hereinafter referred to as the "Surety" or "Sureties" as the context requires) of the second part and the CAYMAN ISLANDS DEVELOPMENT BANK of the Cayman Islands (acting in third part and the CAYMAN ISLANDS DEVELOPMENT BANK LAW (2004 Revision) (hereinafter referred to as "the Bank") of the fourth part.

WHEREBY IT IS AGREED as follows:

1. In this agreement:-  
 (1) "Loan" means the sum of money provided for in this agreement to be loaned to the Borrower and to be repaid in accordance with the terms and conditions of this agreement;

(2) "Principal Amount" means that portion of the loan which shall be advanced to the Borrower from time to time and which shall include any sums of money so advanced for the purpose of enabling the Borrower to pay any amounts of interest which shall have accrued during any period of grace which the Bank may grant in respect of the repayment of the loan;

(3) "Approved Purpose" means the financing by the Loan of the whole or part thereof of the eligible expenses attendant on the pursuit of the approved course to be undertaken by the Student;

(4) "Eligible expenses" includes the basic academic costs of enrolment, tuition, books and related materials, transportation costs, the Student's reasonable personal in-term maintenance costs (including accommodation), and legal expenses to a maximum of C\$205 in respect of the obtaining of any insurance coverage as may be required as security for the Loan, and interest accrued on the loan during any grace period granted by the Bank in respect of the repayment of the Loan;

(5) "Approved course" means the course of academic or technical education which is particularised in Part B of the first schedule hereto to be pursued by the Student in accordance with the terms and conditions of this Loan Agreement;

(6) "Approved school" means the institution of academic or technical learning at which the Student shall attend in pursuit of the approved course;

(7) "Transportation costs" means the cost of economy return airfares and other reasonably attendant expenses involved in transporting the Student from the Cayman Islands to the country where the approved school is located;

(8) "Dollars" means the currency of the Cayman Islands.

Section 2 - Representations  
 The Borrower has applied to the Bank for a Loan for the approved purpose and has accordingly represented and declared to the Bank as follows:

- (1) that the Borrower is a person of Caymanian Status, or a person who has resided in the Cayman Islands for the period of 5 years immediately preceding the date of the application for this Loan or that the Borrower is a dependent of such a person;
- (2) that the Borrower is 16 years of age or older;
- (3) that the Borrower's parents or legal guardians are financially incapable of supporting the Borrower for the approved purpose of pursuing the approved course and of meeting the

costs pertaining to the eligible expenses. Further that the Borrower has no other adequate means of meeting the said costs;

(4) that the Borrower has been accepted by the approved school (which is identified in Part A of the Schedule) to undertake the course of study and instructions involved in the approved course set out in Part B of the Schedule.

### Section 3 - Disbursement

(1) On condition of the representations and declarations given by the Borrower in section 2 hereof and on condition of the undertaking to repay given in section 4 hereof and on condition of all other undertakings herein contained, the Bank agrees to advance to the Borrower, subject to subsection 2, the sum of **SIXTY THOUSAND Cayman Islands Dollars (C1\$60,000.00)** for the approved purpose and the Borrower hereby agrees that the said sum shall be used only to meet the eligible expenses of the approved purpose.

(2) Subject to the provisions hereof the Borrower shall be entitled to receive the amount set out hereunder and at the time set out in the Offer Letter herein, dated September 8, 2009, so that the Borrower shall not be entitled to receive more than the sum of Sixty Thousand Cayman Islands Dollars (C1\$60,000.00) set out in subsection (1) above.

### Section 4 - Undertakings by the Borrower and Sureties

(1) The Borrower and the Surety (or Sureties) hereby agree by themselves their successors and assigns jointly and severally by these presents to repay the Loan in accordance with all the terms and conditions of this agreement and in particular but without prejudice to the other provisions in accordance with subsections (2) and (3) hereof and where by reason of the incapacity of the Borrower the principal debt in the Loan is void, the Surety (or Sureties) by herself/themselves, her/their successors and assigns jointly and severally by these presents shall be liable to indemnify the Bank as principal or as principals as the case may be.

(a) (2) The Borrower will pay interest at the rate of Seven per cent (or any other effective rate from time to time) per annum on the principal amount of the loan withdrawn and outstanding from time to time, which interest shall begin to accrue as of the date of the first disbursement but which shall be payable monthly on the last day of every month, the first of which payments shall commence on the date of the first disbursement and payable monthly on the last business day of each month.

(b) The Borrower will repay the principal amount together with interest from time to time outstanding by monthly installments of **Six Hundred and Ninety-Seven Cayman Islands Dollars (C1\$697.00)** each over the period of 10 years commencing on the January 31, 2012.

(c) In the event of any payment made of less than the amount due such payment shall be appropriated first to interest and the balance if any to principal.

(d) Subject to subsection 4(3)(c) below and at the option of the Bank in the alternative thereto, should the Borrower default in the payment of any installment due under this Agreement whether in respect of interest or principal then the Borrower shall pay to the Bank simple interest on each such installment (or so much thereof as shall from time to time remain unpaid, and as well after as before any judgments) at the rate of **Nine percent per (9.00%) per annum** from the date when the said installment became due until the date of payment thereof.

(e) In order to secure the repayment of the loan, the payment of interest thereon, and

payment of any and all other sums that are or might become due under the terms hereof, the Borrower will enter into the following documents, namely:-

(i) A Third Charge in respect of Registration Section: Savannah Block: 28B, Parcel 211 for the sum of Sixty Thousand Cayman Islands Dollars (C\$60,000.00).

(ii) A duly executed guarantee from the surety, Errol Percival Kellyman of P.O. Box 31, Grand Cayman KY-1101, CAYMAN ISLANDS to repay the loan in the event of default.

(f) The Borrower hereby undertakes that upon completion of the approved course he or she will work in the Cayman Islands for a period of at least three (3) years.

(a) The Borrower shall deposit with the Bank upon the execution hereof three irrevocable and signed authorisations to prospective employers to enable the Bank to obtain deductions from any salary income accruing to the Borrower from any employment in the Cayman Islands or elsewhere during or at the conclusion of the approved course and whether or not the Borrower successfully completes the approved course.

(b) The Borrower shall immediately upon obtaining any such employment as is mentioned in subsection 3(a) above notify the Bank giving the full details of such employment and the name and address of the place of employment or of the employer.

(c) In the event any such authorisation as aforesaid is enforced to recover any salary deductions such deductions shall be applied towards the reduction of amounts outstanding on the Loan in accordance with section 4(2) above.

(d) The Borrower shall cause to be submitted to the Bank on or before the dates set out in Part C of the Schedule hereto reports certified by the Administration of the Approved School in respect of her progress and performance during the approved course.

(4) In any of the following events:  
 (a) if any of the representations given in section 2 of this Agreement is untrue;  
 (b) if the Borrower fails to fulfill her undertaking in respect of the submission of reports as set out in subsection 3(d) of this section;  
 (c) if the Borrower fails to pursue or complete the approved course in accordance with section 7 below to the satisfaction of the Bank;  
 (d) if the Borrower makes default in the payment of any installments of the Loan as set out in subsections (2) and (3) of this section and such default continues for a period of thirty (30) days;

(e) if the Borrower, upon completion of the approved course, or if the Borrower having failed to complete the approved course, is required by a bond entered into between the Borrower and the Government of the Cayman Islands to work for the Government of the Cayman Islands, fails to proceed faithfully to work as is required by that Bond;

Whenever requested at the sole discretion of the Bank from time to time, Progress and/or performance reports are to be submitted to the Bank on or before the following dates:-

Part A		Part B		Part C	
The Approved School		The Approved Course		Duration of Course	
London Metropolitan University		Bachelor Degree		2 years	
London, UK		Governance, Law, Peace & Conflict Studies			
Name		Title of Course		Basic Content	
Location					

**The Schedule**

(a) that the Student shall sit or undergo any examination or test required in connection with the approved course, and submit in a timely manner all assignments, reports or other things connected therewith; and shall successfully complete all the requirements of the approved course;

(b) that the Student shall refrain from engaging in any occupation or activity which the Bank considers detrimental to the progress of the Student on the approved course or to the best interests of the Cayman Islands as a whole.

Section 5 - Provision for Other Loans  
 (1) The Borrower shall not enter into any other loan obligations during the tenure of the approved course without first obtaining the written consent of the Bank.

Section 6 - Insurance  
 (1) The Borrower shall obtain a policy of insurance on the life of the Borrower, assignable to the Bank, with a sum assured adequate to cover the amount of the Loan from time to time outstanding.

Section 7 - Undertaking to Pursue Approved Course  
 (1) The Student further undertakes and agrees:  
 (a) that for the duration of the approved course the Student shall diligently devote the whole of the Student's time thereto and shall attend whenever and wherever required for that purpose at the approved school;

(c) that the Student shall refrain from engaging in any occupation or activity which the Bank considers detrimental to the progress of the Student on the approved course or to the best interests of the Cayman Islands as a whole.

(f) If the Borrower fails to fulfill his/her undertaking with regard to working in the Cayman Islands as set out in subsection (2)(f) of this section; then the Bank may by notice to the Borrower in writing declare that any sum of the principal already received by the Borrower and outstanding and that interest accrued thereon, shall become immediately payable and upon such declaration the entire amounts so outstanding shall become due and payable immediately.

End of Schedule

As witness the hands of the parties hereto on the 11<sup>th</sup> day of Sep. 2009.

Signed by [Signature]  
Borrower

**DONOVON LLOYD KELLYMAN**

in the presence of \_\_\_\_\_  
Witness

Signed by [Signature]  
Surety

**ERROL PERCIAVAL KELLYMAN**

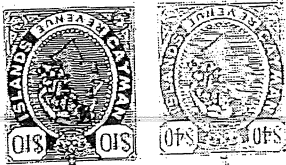
in the presence of \_\_\_\_\_  
Witness

John Meghoo  
Notary Public  
Cayman Islands

Signed on behalf of the Bank \_\_\_\_\_  
Authorised Signatory

in the presence of \_\_\_\_\_  
Witness

[Signature]  
R. Andrew Thomas



GUARANTEE

To: CAYMAN ISLANDS DEVELOPMENT BANK ("the Bank")

Of: P.O. Box 2576,

Grand Cayman KY1-1103

CAYMAN ISLANDS

In consideration of your making a loan of CI\$60,000.00 (Sixty Thousand Cayman Islands Dollars) to Donovan Lloyd Kellyman ("the Borrower") on the Terms and Conditions of the Offer Letter dated the 8<sup>th</sup> day of September, 2009 ("the Agreement") between the Bank and the borrower, I Errol Percival Kellyman ("the Surety/Guarantor") hereby agree with you as follows:

1. That the borrower will comply with all the terms and conditions of the agreement and I will make good any default on his/her part in making any payment under the same or in carrying out any of the other terms thereof.
2. To indemnify you against all loss, damage or expense which you may suffer as a result of entering into the agreement.
3. Our liability to you hereunder shall be as a principal debtor and shall not be affected by any indulgence or forbearance shown by you to the borrower.
4. This shall be a continuing security until all sums due to you under the agreement shall have been paid.

SIGNED By Surety/Guarantor:

*Errol Percival Kellyman*  
Errol Percival Kellyman

WITNESS By:

*[Signature]*  
~~Justice of the Peace/Notary Public~~

Date: 9<sup>th</sup> December 2010

**CAYMAN ISLANDS DEV. BANK 36B DOCTOR RO**

GEORGE TOWN  
CAYMAN ISLANDS, B.W.I.

CURRENCY

KYD

**LOAN STATEMENT**

KELLYMAN DONOVON  
P.O. BOX 31  
70 BLUEBIRD STREET  
SAVANNAH

CONTRACT: 3301628

STATEMENT PERIOD:

09/09/09 TO 30/08/13

LOAN PURPOSE: STUDENT LOAN

INT PDM: 11.54

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
09 SEP 09	Advance			0.00
16 SEP 09	Advance	13,800.00		13,800.00
30 SEP 09	Int. -scheduled calc	37.05		
30 SEP 09	Interest payment		37.05-	
01 OCT 09	Int. -statement date	2.65		
02 NOV 09	Int. -scheduled calc	84.69		
02 NOV 09	Interest payment		12.95-	
05 NOV 09	Interest payment		74.39-	
30 NOV 09	Int. -scheduled calc	74.10		
30 NOV 09	Interest payment		25.61-	
02 DEC 09	Interest payment		48.49-	
30 DEC 09	Advance	16,200.00		30,000.00
30 DEC 09	Int. - loan increase	79.40		30,000.00
31 DEC 09	Int. -scheduled calc	5.75		
31 DEC 09	Interest payment		83.56-	
01 JAN 10	Int. -statement date	5.75		
01 FEB 10	Int. -scheduled calc	178.36		
10 FEB 10	Interest payment		185.70-	
01 MAR 10	Int. -scheduled calc	161.10		
01 MAR 10	Interest payment		.05-	

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
16 MAR 10	Late fee Int Waived	25.00		
22 MAR 10	Interest payment		161.05-	
31 MAR 10	Int. -scheduled calc	172.60		
01 APR 10	Int. -statement date	5.75		
19 APR 10	Late fee Int Waived	25.00		30,000.00
30 APR 10	Int. -scheduled calc	166.85		
07 MAY 10	Interest payment		345.20-	
31 MAY 10	Int. -scheduled calc	178.36		
16 JUN 10	Late fee Int Waived	25.00		
30 JUN 10	Int. -scheduled calc	172.60		
01 JUL 10	Int. -statement date	5.75		
16 JUL 10	Late fee Int Waived	25.00		
26 JUL 10	Interest payment		200.00-	
02 AUG 10	Int. -scheduled calc	184.11		
17 AUG 10	Late fee Int Waived	25.00		
25 AUG 10	Interest payment		340.82-	
31 AUG 10	Advance	13,800.00		43,800.00
31 AUG 10	Int. -scheduled calc	166.85		
31 AUG 10	Interest payment		9.18-	
15 SEP 10	Late fee Int Waived	25.00		
30 SEP 10	Int. -scheduled calc	252.00		
01 OCT 10	Int. -statement date	8.40		
13 OCT 10	Interest payment		175.00-	
15 OCT 10	Late fee Int Waived	25.00		
01 NOV 10	Int. -scheduled calc	260.40		
17 NOV 10	Late fee Int Waived	25.00		
30 NOV 10	Int. -scheduled calc	243.60		
10 DEC 10	Interest payment		345.20-	

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
29 DEC 10	Interest payment	13,800.00	401.87-	43,800.00
30 DEC 10	Advance	2,400.00		57,600.00
30 DEC 10	Advance	252.00		60,000.00
30 DEC 10	Int. - loan increase	11.51		
31 DEC 10	Int. - scheduled calc	11.51	.13-	
31 DEC 10	Interest payment			
01 JAN 11	Int. - statement date	11.51		
17 JAN 11	Late fee Int Waived	25.00		
31 JAN 11	Int. - scheduled calc	345.21		
15 FEB 11	Late fee Int Waived	25.00		
28 FEB 11	Int. - scheduled calc	322.19		
16 MAR 11	Late fee Int Waived	25.00		60,000.00
31 MAR 11	Int. - scheduled calc	356.71		
01 APR 11	Int. - statement date	11.51		
15 APR 11	Late fee Int Waived	25.00		
18 APR 11	Interest payment		400.00-	
02 MAY 11	Int. - scheduled calc	356.71		
18 MAY 11	Late fee Int Waived	25.00		
31 MAY 11	Int. - scheduled calc	333.70		
16 JUN 11	Late fee Int Waived	25.00		
30 JUN 11	Int. - scheduled calc	345.21		
01 JUL 11	Int. - statement date	11.51		
01 JUL 11	Interest payment		1,600.00-	
01 AUG 11	Int. - scheduled calc	356.71		60,000.00
16 AUG 11	Late fee Int Waived	25.00		
31 AUG 11	Int. - scheduled calc	345.21		
15 SEP 11	Late fee Int Waived	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
30 SEP 11	Int. -scheduled calc	345.21		
01 OCT 11	Int. -statement date	11.51		
07 OCT 11	Interest payment		400.00-	
31 OCT 11	Int. -scheduled calc	345.21		
16 NOV 11	Late fee Int Waived	25.00		
30 NOV 11	Int. -scheduled calc	345.21		
15 DEC 11	Interest payment		400.00-	
15 DEC 11	Late fee Int Waived	25.00		
01 JAN 12	Int. -statement date	368.22		60,000.00
03 JAN 12	Int. -scheduled calc	23.01		
10 JAN 12	Interest payment		200.00-	
31 JAN 12	Int. -scheduled calc	322.19		
31 JAN 12	Princ Payment due			
15 FEB 12	Late fee Int Waived	25.00		
29 FEB 12	Int. -scheduled calc	333.70		
01 MAR 12	Interest payment		300.00-	
15 MAR 12	Late fee Int Waived	25.00		
01 APR 12	Int. -statement date	368.22		
02 APR 12	Int. -scheduled calc	11.51		
19 APR 12	Late fee Int Waived	25.00		
30 APR 12	Int. -scheduled calc	322.19		60,000.00
15 MAY 12	Late fee Int Waived	25.00		
31 MAY 12	Int. -scheduled calc	356.71		
13 JUN 12	Interest payment		300.00-	
19 JUN 12	Late fee Int Waived	25.00		
01 JUL 12	Int. -statement date	356.71		
03 JUL 12	Int. -scheduled calc	23.01		
19 JUL 12	Late fee Int Waived	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 JUL 12	Int. -scheduled calc	322.19		
15 AUG 12	Late fee Int Waived	25.00		
31 AUG 12	Int. -scheduled calc	356.71		
17 SEP 12	Late fee Int Waived	25.00		
01 OCT 12	Int. -statement date	356.71		60,000.00
16 OCT 12	Late fee Int Waived	25.00		
31 OCT 12	Int. -scheduled calc	345.21		
02 NOV 12	Interest payment		775.00-	
30 NOV 12	Int. -scheduled calc	345.21		
03 DEC 12	Interest payment		400.00-	
31 DEC 12	Int. -scheduled calc	356.71		
31 DEC 12	Princ payment due			
01 JAN 13	Int. -statement date	11.51		
09 JAN 13	Interest payment		300.00-	
11 JAN 13	Blended payment due	11,121.16		
31 JAN 13	Int. -scheduled calc	345.21		
31 JAN 13	Blended payment due	697.00		60,000.00
12 FEB 13	Int. - loan payment	138.08		60,000.00
12 FEB 13	Blended payment		325.00-	
18 FEB 13	Late fee Blind Waived	25.00		
28 FEB 13	Int. -scheduled calc	184.11		
28 FEB 13	Blended payment due	697.00		
15 MAR 13	Late fee Blind Waived	25.00		
01 APR 13	Int. -statement date	368.22		
02 APR 13	Int. -scheduled calc	11.51		
02 APR 13	Blended payment due	697.00		
17 APR 13	Late fee Blind Waived	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
30 APR 13	Int. -scheduled calc	322.19		
30 APR 13	Blended payment due	697.00		60,000.00
15 MAY 13	Late fee Blnd Waived	25.00		
31 MAY 13	Int. -scheduled calc	356.71		
31 MAY 13	Blended payment due	697.00		
07 JUN 13	Int. - loan payment	80.55		60,000.00
07 JUN 13	Blended payment		500.00-	60,170.00
14 JUN 13	Advance	170.00		
14 JUN 13	Int. - loan increase	80.55		
18 JUN 13	Late fee Blnd Waived	25.00		
01 JUL 13	Int. -statement date	196.17		
02 JUL 13	Int. -scheduled calc	11.54		
02 JUL 13	Blended payment due	697.00		
17 JUL 13	Late fee Blnd Waived	25.00		60,170.00
31 JUL 13	Int. -scheduled calc	334.64		
31 JUL 13	Blended payment due	697.00		
06 AUG 13	Int. - loan payment	69.24		
06 AUG 13	Blended payment		600.00-	60,170.00
15 AUG 13	Late fee Blnd Waived	25.00		

**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 495G, 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

Please complete overleaf

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.

CAUSE NO: CIV OF 2013

BETWEEN: CAYMAN ISLANDS DEVELOPMENT BANK  
AND: DONOVON LLOYD KELLYMAN  
AND: ERROL PERCIVAL KELLYMAN  
1<sup>st</sup> DEFENDANT  
2<sup>nd</sup> DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 yes       no

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

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for the Plaintiff

Please complete overleaf

Notes on address for service

THIS Writ and Statement of Claim was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 5<sup>th</sup> Floor Genesis Building, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman

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.

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

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman

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

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 MAR 11	Blended payment due	507.00		
01 MAY 11	Int. -statement date	169.86		
02 MAY 11	Int. -scheduled calc	5.48		
02 MAY 11	Blended payment due	507.00		25,000.00
31 MAY 11	Int. -scheduled calc	158.90		
31 MAY 11	Blended payment due	507.00		
30 JUN 11	Int. -scheduled calc	164.38		
30 JUN 11	Blended payment due	507.00		
01 AUG 11	Int. -statement date	175.34		
01 AUG 11	Blended payment due	507.00		
31 AUG 11	Int. -scheduled calc	164.38		
31 AUG 11	Blended payment due	507.00		
08 SEP 11	Int. - loan payment	43.84	325.00-	25,000.00
08 SEP 11	Blended payment		75.00-	
08 SEP 11	Late fee Blind pymt			
30 SEP 11	Int. -scheduled calc	120.55		
30 SEP 11	Blended payment due	507.00		25,000.00
31 OCT 11	Int. -scheduled calc	169.86		
31 OCT 11	Blended payment due	507.00		
01 NOV 11	Int. -statement date	5.48		
30 NOV 11	Int. -scheduled calc	158.90		
30 NOV 11	Blended payment due	507.00		
03 JAN 12	Int. -scheduled calc	186.30		
03 JAN 12	Blended payment due	507.00		
31 JAN 12	Int. -scheduled calc	153.42		
31 JAN 12	Blended payment due	507.00		
01 FEB 12	Int. -statement date	5.48		
29 FEB 12	Int. -scheduled calc	153.42		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
29 FEB 12	Blended payment due	507.00		25,000.00
19 MAR 12	Advance	445.00		25,445.00
19 MAR 12	Int. - loan increase	104.11		
02 APR 12	Int. -scheduled calc	78.08		
02 APR 12	Blended payment due	507.00		
30 APR 12	Int. -scheduled calc	156.16		
30 APR 12	Blended payment due	507.00		
01 MAY 12	Int. -statement date	5.58		
31 MAY 12	Int. -scheduled calc	167.31		
31 MAY 12	Blended payment due	507.00		26,057.00
11 JUN 12	Advance	612.00		
11 JUN 12	Int. - loan increase	61.35		
03 JUL 12	Int. -scheduled calc	125.64		26,057.00
03 JUL 12	Blended payment due	507.00		
11 JUL 12	Advance	250.00		26,307.00
11 JUL 12	Int. - loan increase	45.69		
31 JUL 12	Int. -scheduled calc	115.32		
31 JUL 12	Blended payment due	507.00		
01 AUG 12	Int. -statement date	5.77		
03 AUG 12	Int. - loan payment	11.53		
03 AUG 12	Blended payment		1,000.00-	26,307.00
17 AUG 12	Advance	427.00		26,734.00
17 AUG 12	Int. - loan increase	80.72		
31 AUG 12	Int. -scheduled calc	82.03		
31 AUG 12	Blended payment due	507.00		26,734.00
01 OCT 12	Int. -scheduled calc	181.64		
01 OCT 12	Blended payment due	507.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 OCT 12	Int. -scheduled calc	175.79		
31 OCT 12	Blended payment due	507.00		
01 NOV 12	Int. -statement date	5.86		
30 NOV 12	Int. -scheduled calc	169.93		
30 NOV 12	Blended payment due	507.00		
31 DEC 12	Int. -scheduled calc	181.64		
31 DEC 12	Blended payment due	507.00		
31 JAN 13	Int. -scheduled calc	181.64		
31 JAN 13	Blended payment due	507.00		
01 FEB 13	Int. -statement date	5.86		26,734.00
28 FEB 13	Int. -scheduled calc	158.21		
28 FEB 13	Blended payment due	507.00		
02 APR 13	Int. -scheduled calc	193.36		
02 APR 13	Blended payment due	507.00		
30 APR 13	Int. -scheduled calc	164.07		
30 APR 13	Blended payment due	507.00		
01 MAY 13	Int. -statement date	5.86		
10 MAY 13	Advance	125.00		26,859.00
10 MAY 13	Int. - loan increase	52.74		
31 MAY 13	Int. -scheduled calc	123.62		
31 MAY 13	Blended payment due	507.00		
02 JUL 13	Int. -scheduled calc	188.38		26,859.00
02 JUL 13	Blended payment due	507.00		
31 JUL 13	Int. -scheduled calc	170.72		
31 JUL 13	Blended payment due	507.00		
01 AUG 13	Int. -statement date	5.89		

CAUSE NO: CIV OF 2013

PLAINTIFF

CAYMAN ISLANDS DEVELOPMENT BANK

AND:

KEVIN HARLEY WATSON

1<sup>st</sup> DEFENDANT

AND:

TIMOTHY STANLEY CLARKE

2<sup>nd</sup> DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
yes  no

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

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for the Plaintiff

Please complete overleaf

Notes on address for service

THIS Writ and Statement of Claim was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 5<sup>th</sup> Floor Genesis Building, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman

THIS Writ and Statement of Claim was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 5<sup>th</sup> Floor Genesis Building, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman

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.

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

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman

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