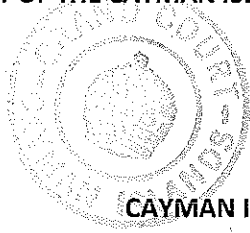


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION



CAUSE NO: CIV **G70099** OF 2016

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

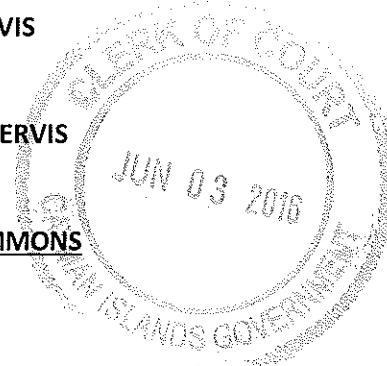
JODY JERVIS

1st DEFENDANT

AND:

REYNOLDS JERVIS

2nd DEFENDANT



WRIT OF SUMMONS

TO:

Jody Jervis
Reynolds Jervis
41 Croton Lane
Tropical Gardens
Grand Cayman

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 **3** day of June 2016.

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 Dr. Roys Drive, George Town, Cayman Islands.
2. On or about the 29th August 2002 the Plaintiff offered to lend to the 1st Defendant the sum of CI\$60,000 and the said offer was accepted by way of signed acceptance on the 29th August 2002.
3. 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 1st defendant subsequent to signing of the requisite loan documentation.
 - 3.2 That the 1st defendant will repay the principal together with interest by 120 monthly installments commencing 21 months from the date of first disbursement.
 - 3.3 that the interest rate is 9% per annum on the amount disbursed and outstanding from time to time.
 - 3.4 The 2nd defendant alongside Mr. Hyacinth Jervis will enter into a guarantee to repay the loan in the event of default of the 1st defendant.
4. The parties agreed to the terms of the loan and an agreement was entered into in writing by the Plaintiff and 1st Defendant on the 2^{9th} August 2002.
5. In consideration of the plaintiff entering into the said agreement, the 2nd defendant by written agreement evidenced by his signature on a Guarantee, signed by the 2nd defendant on the 9th September 2002 guaranteed the payment to the plaintiff of the said sum of CI\$60,000. A copy of the signed Loan Offer, Acceptance and Guarantee will be reluiud upon as to their full terms and effects. Ms. Hyacinth Jervis also provided a guarantee but she has since passed away.
6. In accordance with the terms as set out at paragraph 3 above and with the full loan agreement the Plaintiff lent to the 1st Defendant the sum of CI\$60,000.
7. In breach of the agreement the 1st Defendant failed to make repayments on the said loan in accordance with the repayment schedule and on the 4th December 2014 the Plaintiff demanded repayment of the entire sum owing of \$31,004.16 from all defendants but none of the defendants have paid to the plaintiff the sum owing.
8. The last payment on the account was received by the plaintiff was CI\$1,300 on 27th February 2015.
9. The current balance on the loan including principal and interest is CI\$32,701.93 as of 3rd May 2016 with the principal outstanding being \$30,205.24 and interest outstanding of \$2,496.69.

10. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the sum of CI\$31,004.16 as of the 3rd May 2016.
11. The Plaintiff also claims interest on the said sum owing at 7% per annum from the date of demand of repayment.

10. **STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from the date of issue of proceedings at the contractual rate of 7% on the unpaid balance until payment and in accordance with the provisions of the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed is 7%.
- c) Interest is claimed on the sum claimed from the 3rd May 2016.
- d) The amount of interest owing at date of issue of this Plaintiff is \$173.70.
- e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$5.79.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$31,004.16 as monies due and owing.
- (ii) Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2016 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\$500.00 plus filing fees and bailiff's fee for service

Samson & McGrath

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\$31,004.16 and all filing fees, ad valorem fees, and all interest claimed all further proceedings will be stayed.

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 installments or otherwise.

See over for notes for guidance

Please complete overleaf

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.

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
5th 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.

[Empty box for defendant's attorney endorsement]