



SUMMARY COURT AT GEORGE TOWN

CAUSE NO S.C. OF 2022

TERRANCE M. WHYTE

PLAINTIFF

AND:

MITCHEL McCOY

DEFENDANT

PLAINT

TO THE DEFENDANT:

Mitchell McCoy
C/O MGM Administrative Services
P.O. Box 10925
Grand Cayman KY1-1007
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 the service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G.T, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default Judgment** without further notice to you.

Issued this day of March 2022.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff was and is at all material times a resident of 67 Quality Place, George Town, P.O. Box 31668, Grand Cayman KY1-12074 Cayman Islands.
2. The Defendant was and is at all material times a resident of George Town P.O. Box 10925 Grand Cayman KY1-1007, Cayman Islands.
3. The Defendant is self-employed as Mitchel McCoy T/A MGM Administrative Services, holding himself out as an Importer of Motor Vehicles, specifically from Japan.
4. Pursuant to an agreement dated 6 July 2020, the Defendant agreed to purchase and import on behalf of the Plaintiff a used Toyota VITZ motor vehicle (the "**Vehicle**"). In exchange, the Plaintiff agree to and paid the Defendant the sum of Two Thousand One Hundred (CI\$2,100.00)Cayman Islands Dollars (the "**Contract Price**"). The Defendant further agreed to a delivery date of September 2020 for the Vehicle (collectively, the "**Contract**").
5. In breach of the Contract, the Defendant failed and/or refused to deliver to the Plaintiff's the Vehicle, as agreed.
6. Despite numerous requests to deliver the Plaintiff's Vehicle or return the Contract price, the Defendant has failed refused and neglected to deliver the Vehicle or return to the Plaintiff his funds.
7. The Plaintiff, therefore, claims the return of the Contract price in the sum of Two Thousand One Hundred (CI\$2,100.00) Cayman Islands Dollars held by the Defendant.
8. The Plaintiffs also claims interest on all overdue sums pursuant to the Judicature Law (2007 Revision) Judgment Debts Rates of Interest from 30 September 2020 to date.

AND the Plaintiff claims:

1. The principal sum of CI\$2,100.00.
2. Interest.
3. Cost.
4. Interest to continue until this matter is settled.

17 Brinkley Drive
George Town
P.O. Box 2166
Grand Cayman KY1-1105
Cayman Islands

1345-3220854
TERRYWW12@gmail.com

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).

COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER – This form must be taken or sent to the Court's Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.