

IN THE GRAND COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO.460 OF

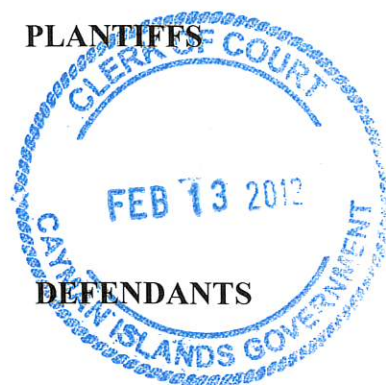
2011

BETWEEN: ~~R & T RECYCLING~~
TALBERT TATUM
JORDAN RANKIN
(Carrying on business under the Trade name
of R & T Recycling)

PLANTIFFS

AND: PRECISION TRUCKING/ EQUIPMENT
SERVICES LTD.
DONALD THOMPSON
VAUGHN CROFTS

DEFENDANTS



AMENDED WRIT OF SUMMONS

TO: PRECISION TRUCKING/ EQUIPMENT
SERVICES LTD.
DONALD THOMPSON
VAUGHN CROFTS

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 23rd day of November 2011~~

Re-Issued 6 day of Feb. 2012

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.

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AMENDED STATEMENT OF CLAIM

1. The Plaintiffs are Carrying on business under the Trade name of R & T Recycling with their principle place of business at K Land Building #4 Sparky Drive, P.O. Box 1860, Grand Cayman, KY1-1505.
2. The First and the Third Defendants are Directors of the Second Defendant.
3. The Second Defendant is a Company duly incorporated under the laws of the Cayman Islands with its principal place of business at Unit 19 Caymanian Village, North Sound Road, P.O. Box 2281, Grand Cayman, KY1-1107.
4. On or about the 18 May 2011 the Plaintiffs in good faith entered into a contract to purchase from the Defendants the Defendants guaranteed to the Plaintiffs that they had in their possession 6,500 gross tons of scrap metal to sell to the Plaintiffs.

5. The Plaintiffs in good faith and relying on the Defendants guarantee and promise that they had the scrap metal in their possession to sell to the Plaintiffs' advance to the Defendants the sum of US\$ 200,000:00 to the Defendants in order for the Defendants to facilitate delivery of the said scrap metal to the Plaintiffs.
6. The total sum to be paid by the Plaintiffs to the Defendants for the 6500 gross tons of scrap metal was the sum of US\$ 910,000:00 at the rate of US\$ 140.00 per gross ton.
7. On or about October 2011 the Defendants delivered 84.9 gross tons of scrap metal to the Plaintiffs instead of the amount of 3250 gross tons that the Defendants agreed to deliver to the Plaintiffs to complete the first shipment to the Plaintiffs.
8. The Plaintiffs still acting on good faith and continuing to believe the Defendants extended the time and the method of delivery of the balance of the scrap metal to the Plaintiffs. However, the Defendants failed to deliver any more scrap metal to the Plaintiffs notwithstanding that the Plaintiffs in numerous communications to the Defendants demanded that the Defendants deliver the scrap metal to them.
9. After many weeks of empty promises by the Defendants to deliver the scrap metal to the Plaintiffs, the Plaintiffs discovered that the Defendants did not have the scrap metal to sell to the Plaintiffs as they had warranted and represented to the Plaintiffs that they had.
10. The said warranty and representation was untrue in that the Defendants were not in possession of the scrap metal. The Defendants were not in possession of the scrap metal and had no scrap metal to sell to the Plaintiff other than the 84.9 tons which they were able to gather up sparingly.
11. The Defendants were well aware of the facts stated in the preceding paragraph when they made the said statements and warranty, and they made the same fraudulently with the intention of inducing the Plaintiff to enter into the said agreement and to advance to the Defendants the said sum of US\$ 200,000:00 to purchase scrap metal that they did not have, and to pay the said deposit on the faith thereof.

12. The Plaintiffs, on discovering that the Defendants said warranty and statements were false repudiated the said agreement and demanded of the Defendants that they return the advanced sum of US\$ 200,000:00 advanced to them. Consideration for this said advanced sum therefore wholly failed accepts for the 84.9 tons delivered.
13. Further or in the alternative the Plaintiffs says that the Defendants made the said representations and warranty fraudently and either well knowing that the same were false or recklessly and not caring whether they were true or false.
14. By Reason of the matters aforesaid the said agreement was worth-less and voids causing the Plaintiffs grave loss.
15. The Defendants are jointly and severally liable o the Plaintiffs.

PARTICULARS OF LOSS

The Plaintiffs have loss the sum of US\$ 188,314:00 after deducting the sum of US\$ 11,886:00 for the amount of 84.9 tons of scrap metal delivered to the Plaintiff as a credit to the Defendants.

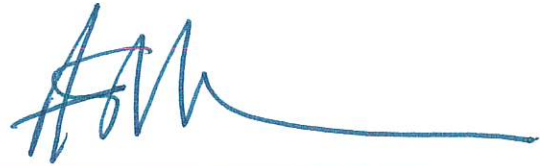
16. By Means of the said fraudulent representation and warranty the Defendants induced the Plaintiffs to advance to them the sum of US\$ 200,000:00 and the Defendants refused and still refuse to return the Sum of US\$ 188,314:00 to the Plaintiffs.

And the Plaintiff Claims:-

1. Return of the said sum of US\$ 188,314:00;
2. Damages;
3. Costs and Attorney fees;

4. Interest on the Said sum of US\$ 188,314:00 at the rate of 5% percent per annum from 18 May 2011 until payment or Judgment.

~~Dates this 23 day of November 2011~~
Re-Date this 6 day of February 2012



A. Steve McField & Associates
Attorneys-at- Law for the Plaintiffs

TO: The Clerk of The Court

And To: The Defendants
Unit 19 Caymanian Village,
North Sound Road,
P.O. Box 2281,
Grand Cayman,
KY1-1107.

This Statement of Claim was filed by A. STEVE MCFIELD & ASSOCIATES, Attorneys-at-Law for the Appellant whose address for service is that P.O. Box 680 GT, Grand Cayman, KY1-1107, Cayman Islands, Suite D2 Cayman Business Park, 10 Huldah Avenue.

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DEFENDANTS

AMENDED 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.

Delay may result in judgment being entered
against a Defendant whereby he may have
costs of applying to set it aside.

If any information required is omitted
or given wrongly, THIS FORM MAY
HAVE TO BE RETURNED.

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)

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

Notes on address for service

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.

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

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

Acknowledgment of service of writ of summons (O.12, r.3)

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

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.