**INTHE REPUBLIC OF TRINIDAD AND TOBAGO**

**CHRISTOPHER ROSS GIDLA**

**Bar NO. GIC2006148**

**GIDLA & ASSOCIATES**

**123 Duke Street**

**Port of Spain**

**Tel/Fax:624-4410**

IN THE HIGH COURT OF JUSTICE

CV 2009 – 04597

BETWEEN

**RAMESH SEEGOBIN Plaintiff**

**AND**

**NARINDRA PERSAD Defendant**

\* \* \* \* \*

**DEFENCE**

1. The Defendant admits paragraph 1 of the Statement of Case.
2. The Defendant admits paragraph 2 of the Statement of Case
3. The Defendant is not in a position to admit or deny paragraph 3., because the facts stated in that paragraph are not within the Defendant’s knowledge.
4. The Defendant admits that the Claimant has been felling trees on the said parcel of land for upwards of twenty years past and sometimes leaves the equipment. The Defendant is not in a position to admit or deny whether the claimant felled trees in the month of August 2008 and he parked and secured the some equipment on a Right of way abutting the said parcel of land, because the defendant is a stranger to those facts and are not within the Defendant’s knowledge.
5. The Defendant is not in a position to admit or deny whether a right of way was cut by the Claimant for sixteen years and this right of way constituted the basis of dispute between the Claimant and Defendant’s mother Chandrawatie Persad, as alleged in paragraph 4 because when the said dispute arose in 1993 the Defendant was a child and hence those facts were not in his knowledge.
6. The facts alleged in paragraph 5 were not within the knowledge of Defendant and hence the Defendant is not in a position to admit or deny them.
7. The facts alleged in paragraph 6 were not within the knowledge of the Defendant and hence the Defendant is not in a position to admit or deny them.
8. The Defendant admits that the Right of way forms a boundary between the Claimant’s land and lands owned by Defendant’s parents Dindial and Chandrawatie persad.
9. The facts alleged in the paragraph 7 were not within the knowledge of the Defendant and hence the Defendant is not is a position to admit or deny them.
10. The Defendant denies that he ever sold any scrap to anybody or given permission to anybody to take any scrap or equipment belonging to the Claimant.
11. The Defendant was not aware of any investigation or investigations by Manzanilla Police as alleged in the paragraph 8. The Defendant admits that some police came from Manzilla Police Station and asked whether the Defendant gave permission to the any scrap iron dealer to go into the land. The Defendant admits that he told the Police that he gave a Scrap Iron dealer permission to look at the scrap iron which was visible from the road.
12. On or about 30th of June, 2008, a Scrap Iron dealer by the name of Andre Felime approached the Defendant in his business Place. He told the Defendant that he is interested in buying some scrap iron which he saw in the Defendants lands. The Defendant told him that the iron was not his and belongs to the Claimant. He further told him that he would contact the Claimant. The Defendant made attempts to contact the Claimant but failed to contact him. He then gave permission to the said Scrap Iron dealer to look at the Scrap Iron but not to remove or go deep inside the Claimant’s lands. The Defendant was not aware what after that.
13. The Defendant admits that officer PC Soodeen telephoned him and the Claimant spoke to him. The Defendant denies that he informed the Claimant that he had made a mistake and asked the Claimant to ‘ease him up’.
14. The Defendant admits that negotiations took place between the Defendant and the Claimant, with the Police. The Defendant was given the impression that he was at fault for not stopping the Scrap Iron Dealer and hence it will be better for him to settle. The Defendant never went into a court of law and was a little distraught at the idea of going to courts. Hence, agreed to settle it instead of having a matter in the court of law against him.
15. The Defendant admits that he travelled together with the Claimant to locate similar equipment.
16. The Defendant admits that he told the Claimant that he would go by his lawyer to have a settlement agreement drawn up. But after consulting the lawyer, the lawyer informed him that to settle the matter would be like admitting the fact that he sold the equipment/ scrap Iron. The Lawyer further told him that it is not advisable to settle it if he did not do the things that was alleged by the Claimant. The Defendant then informed the Claimant that he would not make any agreement, as was advised by his attorney.
17. The Defendant denies that he receive any letter from the Claimant as alleged in paragraph 12. In fact he was only aware of the Claim when he received a letter from the Claimant with the order of the Master Brenda Paray – Durity attached to it for the Assessment of damages.
18. The facts in the paragraph 13 were not within the knowledge of the Defendant and hence the Defendant is not is a position to admit or deny them.

Dated this day of 2010

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**Narindra Persad**

Defendant

This Defence is filed and served this 19th day of July, 2010 by Christopher Ross Gidla Attorney At Law of 123 Duke Street, Port of Spain whose address is in Gidla & Associates, 123 Duke Street, Port of Spain

To: The Registrar

Hall of Justice

Knox Street

Port of Spain

AND

TO: Shastri Roberts

Attorney at Law

Roberts and Company

Alpros Court

NO.90 Edward Street

Port of Spain