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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim #2010-02999

**SARAH ELWIN**

**(Suing by her lawful attorney SHERRY ANN PETERS)**

**Claimant**

**AND**

**CURTIS YOUNG Defendant**

**Reply**

**Reply** filed this day of , 2011 by **CHRISTOPHER ROSS GIDLA,** Attorney at Law for the Claimant whose address for service is 123 Duke Street, Port of Spain.

1. The Claimant joins issue with the Defendant upon his Defence save in so far as the same consists of admissions and save for any admissions contained herein.
2. In respect of paragraph 1 of the defence the Claimant contends that the Deceased Vernon Morgan could sign the documents when he was young and was unable to sign documents when he was old and hence was using his thumb prints during his old age. The Deceased indeed signed the note that is exhibited by the claimant, since he was Sixty Six years old when he signed the said note and the Identity Card that was exhibited was signed when he was Eighty three years old and hence would not be in a state of signing the documents and hence used the thumb print
3. With respect to paragraph 4 that the claimant contends that she built what ever she built with the permission of the Defendant’s father Vernon Morgan.
4. With respect to paragraph 5 she denies that the Defendant’s father Vernon Morgan ever disapproved the construction. She could not plaster the two rooms because she did not have enough finances at that time. The Claimant contends that she is occupying the whole side of the tenant she has the house built. She further contends that she used pay half the rent to the original owner Lucy Montrichard.
5. With respect to paragraph 8 of the defence, the Defendant wanted to show his name on the land and building taxes and hence was paying the taxes eventhough the taxes were already paid by the Claimant. The taxes for the year 2005, 2006 2007 and 2008 were paid by the Claimant on the following dates respectively: 6/5/2005, 11/5/2006, 5/11/2007 and 26/03/2008. Eventhough those taxes were paid the Defendant paid the taxes of year 2006 on 11/1/ 2006 and taxes of the year 2007 on 2/1/2009 and the taxes of the year 2008 on 22/ 09/2009 and the taxes of 2009 on 22/09/2009. The taxes of year 2007 was paid twice once on 2/1/2009 and again on 22/09/2009.
6. With respect to paragraph 9 of the defence, the defendant is contradicting himself in that he states that he never subleased the premises and again he states that the Claimant rented the one room nugget house and paid her rent. The Claimant further contends that the owner was Lucy Montrichard at that time and was leased by Vernon Morgan and subleased by the claimant. Further that the Will as exhibited by the Defendant clearly shows that the land was tenanted by the Defendant’s father.
7. With respect to paragraph 13 the Claimant denies paying the taxes for the Defendant’s property. The taxes were paid on behalf of paul montrichard who is the owner of the land from whom the Claimant is leasing. The claimant denies that the Defendant asked her to stop paying the taxes instead told her that her house will be burnt and started using obscene language.
8. With respect to paragraph 12 the Defendant did not ask the claimant to stop paying her land tax. He approached the Claimant and told her that he will burn down her house and started using obscene language
9. With respect to paragraph 14 the defendant dug the said foundation which is partly on the claimants’s side and if a building was built it would obstruct the claimant’s house.
10. With respect to paragraph 15 the two dwelling houses mentioned in the Will are situated one to the back of another and as such the house the Claimant was owning was not mentioned. The Will also admits that the tenancy was for the parcel of the land the two dwelling houses stand and hence the side where the house of claimant exists was not mentioned in the will.
11. With respect to the paragraph 20 the Claimant has been in occupation of the house since 1970 and in 1972 she built the chattel house with concrete and hence she is a statutory tenant as per Land tenant (security of tenure) Act 1981.
12. With respect to paragraph 19 the claimant made an agreement with vernon morgon and went into the occupation of the side of the lot and started paying rent to the original land lord Lucy montrver tried to intervene and pay the land taxes without their consent. She merely was paying what is due to the State.

**CHRISTOPHER ROSS GIDLA**

**Attorney At Law**

**For the Claimaint**

Dated this day of ,2011

And To: the Registrar

High Court

Hall of Justice

Port of Spain

And to: Marlon Moore

Attorney at law for the Defendant

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