21st March, 2011

**To**

**Ms. Dianne Howard – Devonish**

**Chief Executive Officer/General Manager**

**Clico Credit Union**

**Co-op Society Limited**

**112 -114 Duke Street**

**Port of Spain**

**Trinidad**

Dear Madam

**RE: Unlawful/Wrongful distress of Vehicle # PCC 6747 of Arlene Mc Donald of 336 Flamingo Avenue, Lisas Gardens, Couva.**

**PRE-ACTION PROTOCOL ISSUED IN ACCORDANCE WITH PRACTICE DIRECTION DATED THE 15TH DAY OF NOVEMBER, 2005 MADE BY THE CHIEF JUSTICE OF TRINIDAD AND TOBAGO.**

We act on behalf of Arlene Mc Donald, of 336 Flamingo Avenue, Lisas Gardens, Couva

This pre Action protocol is issued in accordance with the practice Direction dated the 15th of November, 2005 made by the Judiciary of Trinidad and Tobago.

**FACTUAL SCENARIO**

I was instructed by my client that

1. My Client was at all material times a member of the your Union.
2. On or about 28th of February, 2007 she made an instrument of charge with you to borrow a sum of $125,000 together with interest thereon at the rate of 12% per year, to repay in 60 monthly installments of $3,175.00 as from the 28th of February, 2007.
3. The last payment date being February, 28th, 2012.
4. The said instrument has a clause (3) (a) (i) stating that the Credit union can seize and take possession of the vehicle and can auction the said vehicle.
5. On or about 29th of July, 2010, My client received a call from a bailiff by the name of Don Francios, who indicated to her that he is employed by the Clico credit union and there are arrears in the amount of $65,000 and he would come to repossess my clint’s vehicle.
6. My Client made efforts to pay $8000 within two hours. On or about 3rd ofSeptember, 2010 she made a payment of $52,000.
7. Again in September, she made a payment of $60,000 which would have cleared her arrears and also she would have been
8. ahead of her payments of installments. If I may remind you that the last payment should be in February, 2012.
9. In spite of the efforts made by my client , on or about 29th October, 2010 at 11:02 pm a car followed her and took possession of the said vehicle with the belongings in the car, without a warning.
10. She could not retrieve all of her belongings.

**The Issues**

1. Eventhough the aforementioned clause says you can seize and take possession of the vehicle, there should have been a warning indicating the same.
2. You have accepted the payments which makes the default null and void.
3. The arrears are cleared before the actual possession of the vehicle took place.
4. The payments are well over the actual installments.
5. Mr. Vidale the officer in charge showed a likely attitude towards my client to indicate all of this procedure was done in the colorful discretion.
6. When my client asked to give her the total that is due for the Car loan she was quoted wrong figures which your officers could not explain the figures.
   1. This is in reference to your letter dated 18th of November, 2010

Car liability $23,875.45

Personal liability $12,877.96

Repossession fees $5,968.36

1. Eventhough the actual amount owing on the vehicle is $11,074.79, the letter says $23,875.45 which could not be explained.
2. Eventhough my client is ready and willing to clear the amount you have wrongfully retained vehicle and threatening her to auction the car
3. Eventhough my client cleared the arrears you have illegally distressed the said vehicle.

**In the Circumstances my client seeks the following relief**

1. Damages for wrongful distress
2. Damages for illegal distress
3. Injury to the personal feelings
4. Loss of use of the said motorvehicle for five months at rate of $12,000 per month, totaling $60,000
5. Aggravated damages due to the improper attitude of your officers
6. Damages for conversion if the vehicle is auctioned.
7. If the vehicle is not auctioned possession of the said vehicle.
8. Cost of this letter, $2,000

**Legal proceedings to be issued**

Please be advised that should you fail and or neglect to respond to this Pre-Action Protocol, Legal proceedings would be issued within 14 days, which could incur further costs for you.

I am required by the Practice Direction issued by the Judiciary on the 15th day of November, 2005, in respect of Pre Action protocol pursuant to the Civil proceedings Rules, 1998 (as amended) to remind you of the relevant provisions so that you will understand your responsibilities and obligations in respect of my Client’s claim as herein above stated and the powers of a judge of the High Court to impose sanctions, i.e legal costs on any party who fails or omits or neglects to follow and comply with these Pre Action Protocols.

Please be guided accordingly

Yours in Service,

**Christopher Ross Gidla**

Attorney at law