23rd June, 2009

**To**

**Najam Mohammed**

**# 50 Ajim Baksh Trace**

**Jackson Ville**

**Sangre Grande**

Dear Sir

**RE: Breach of Contract: trade of HBN 3894 B14 Nissan for Toyota fielder Wagon**

**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 Leonard Samper, of 3rd Street, Manzanilla.

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**

1. I am instructed by my Client that:
2. My client is the owner of HBN 3894 B14 Nissan Car. He informs me that he had an agreement with you dated 3rd September 2009. As per Clause 1 of the said agreement, my client agreed to leave his vehicle to be sold at a price of Thirty Eight Thousand Dollars, ( $38,000).
3. As per Clause 3 of the said agreement you agreed to obtain him a Toyota Fielder Wagon, eventhough this is not incorporated in the said agreement, my client informs me that he did mention that and you agreed that it shall be a Toyota Fielder Wagon. He instructs me that his car was valued by you for $38,000.As per Clause 3 again it was agreed the said Wagon will be obtained within 6-8 weeks.
4. After the expiration of the 8 weeks he approached you and he was told he has to come back next week. Finally he was given $ 20,000 dollars cheque. $18,000 was retained by you as a deposit towards the procurement of the Toyota fielder Wagon.
5. He was given a run about for the car, for several months. After 6 months, and after having no car and losing income as a taxi driver for six months, he was finally given a Nissan Pulsar CJ-1 right hand drive car on a temporary basis until you could get the Toyota fielder Wagon.
6. On 11th of March,2009 he was asked to sign a agreement, which agreement was clearly in contradiction to the agreement made on 3rd September, 2008 and also an agreement signed again on the same day ie 11th of March,2009.It was explained to him the agreement is purely formal and you would stick to the original agreement made on 3rd September, 2008.
7. On or about May, 2009 you took back the pulsar car. After several attempts by my client, the car you promised was not delivered neither the amount of money you kept back was returned.

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

1. Return of the money you held back as a deposit ie $ 18,000
2. Loss of income due to the lack of taxi $ 72,000
3. Costs
4. Interest

**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 15 days.

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 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