Breach of Contract

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BETWEEN

**MARTINO ALEXANDER GROSS**

**Claimant**

**AND**

**RALPH SUPERVILLE**

**Defendant**

**STATEMENT OF CASE.**

1. By virtue of the agreement in writing (hereinafter referred to as “the agreement”) dated 13th of June, 2011 and made between the Claimants and the Defendant, the Defendant contracted with the Claimant to sell him a certain piece or parcel of land situate at No.6 School Street, Petit Valley, together with a four bedroom duplex concrete house, bounded on the north by lands of Rudolp Superville on the south by lands of Ralph Superville on the East by a Road and the West by lands of the Garden Project (hereinafter referred to as “the said property”) thereon by the Defendant in consideration of the price or sum of four hundred and fifty thousand dollars ($450,000). A copy of the agreement is hereto attached and marked “A” and the Claimants will rely on the agreement for its full purport and effect.
2. By virtue of the clause of the agreement it was agreed that the Claimant or his agents may occupy the said property upon the payment of the deposit of ninety thousand dollars ($90,000).
3. On or about 13th of June, 2011, the Claimant paid the Defendant a deposit of ninety thousand dollars ($90,000) through first citizen’s bank manager’s cheque bearing a number 126738. A copy of the cheque is hereto attached and marked “B”.
4. As per the agreement the Claimant and his relatives i.e his nephew Berton Maitland and his wife Sabita Maitland and their two children who are special went into the occupation of the said property.
5. As per the agreement the rest of the sum shall be paid by the Claimant, as follows: one hundred thousand dollars ($100,000) shall be paid on or before 13th of September, and the final two hundred and Sixty thousand dollars ($260,000) shall be paid on or before 13th of December, 2011 of which said amounts the Defendants are ready and willing to pay.
6. The Defendant informed the Claimant on 20th of June that he longer wishes to complete the agreement, in breach the agreement.

**PARTICULARS OF BREACH OF CONTRACT**

1. Notifying the Claimant that they no longer wishes to complete the agreement.
2. Sending the agents on 28th of July, 2011 in the pursuit of evicting the Claimants’s relatives and or agents from the property.
3. The purchase price of the said property was Four hundred and fifty thousand dollars ($450,000). The defendant informed the Claimant that he has an offer to sell the property for Eight hundred thousand dollars ($800,000). As a result of the breach of the contract the Claimants have suffered a loss of bargain in the sum of Three hundred and fifty thousand dollars ($350,000).
4. On or about 28th of July, 2011 at about 5:30am the Defendant has sent his agents who informed the Claimant that they were sent by the Defendant to evict them. The Agent/bailiff informed the Claimant that he is not interested in seeing any documentation and explanation. He further indicated that he has a job to do and that’s what he came to do.
5. The agents of the Defendants emptied all the house hold items and threw them on the road in front of the said property.
6. The items were lying on the road , and it was raining on 28th of July, 2011. The Claimant went to the police station to make a report. Whilst the Claimant is in the police station some of the items were stolen.
7. By reason of the aforesaid the Claimants have suffered consequential loss and damage and have been put to expense.

**PARTICULARS OF LOSS AND DAMAGE**

1. The items that were stolen:
2. Jewellery $15,000

ii. Tv $4,000

iii. Cel phones $2500

iv. apple laptops $12,000

v. Dell Laptop $ 8,000

vi. Digital Camera $ 1,200

vii. Radio $500

viii Blender, Cake Mixer, Toaster oven $ 800

total $44,000

**AND THE CLAIMANT CLAIMS:**

1. Damages for Trespass
2. Special Damages of $44,000
3. Injunction restraining the Defendant whether by himself, his servants and or agent or howsoever from entering, remaining and or demolishing the disputed property and or constructing on the disputed property.
4. An injunction restraining the Defendant whether by himself, his servants and or agents or howsoever from molesting, harassing, abusing and or intimidating the Claimant, his servants and or agents from peaceful and quiet enjoyment of the disputed property.
5. Specific Performance of the said Contract or alternatively
6. Damages for breach of contract in the sum of $ 350,000
7. The sum of $ 90,000 being the deposit paid to the Defendant by the Claimants pursuant to contract date between the Claimants and the Defendants and being money had and received for consideration.
8. Interest thereon at the rate of 12% per annum pursuant to section 25 of the Supreme Court of Judicature Act Chap 4:01 to judgment and interest at the rate of 12% per annum from the date of judgment to the date of payment to section 25A of the Supreme Court of Judicature (Amendment) Act 2000.
9. Such further and /or other relief as to the Court may seem appropriate and
10. Costs.

**Dated this 4th day of August, 2011**

**I, MARTINO ALEXANDER GROSS,** of Lp# 52 Labaja Road, Maracus, St.Joseph, in the Island of Trinidad in the Republic of Trinidad, Claimant do certify that all the facts set out in the Statement of Case are true and to the best of my knowledge information and belief and that am entitled to the remedy claimed herein

MARTINO ALEXANDER GROSS DATE

This Statement of Case was issued by Christopher Gidla, Attorney at Law, 18-20 Pembroke Street, Ground Floor, Port of Spain, Attorney at Law for the Claimant whose address for service is the same as above

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Christopher Ross Gidla

Claimant’s Attorneys at Law

The Court Office is at the Hall of Justice, Knox Street, Port of Spain, telephone number 623 – 2416. The Office is open between 8:00 am and 4:00 pm Mondays to Fridays except Public Holidays and court Holidays.

To: THE REGISTRAR OF THE SUPREME COURT

Hall of Justice

Knox Street

Port of Spain

To:

#10 Faaizah Gardens

Southern Main Road,

Chaguanas

**DEFENDANT**

**DATED** the day of ,2011