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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # 2015

**ANTHONY QUAMINA Claimant**

**AND**

**YOLANDE CORENTIN Defendant**

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**Statement of case.**

1. The Claimant was at all material times the tenant of the demised premises situated at #54 St.Thomas Street, Tunapuna (hereinafter called “the premises”) since 1998 or thereabouts paying a monthly rent of **ONE THOUSAND AND FIFTY DOLLARS ($1,050).**
2. The Defendant was at all material times the owner of the premises and Claimants purported landlady.
3. **LARRY DE SILVA now** deceased was at all material times the agent of the Defendant hired by her to evict the Claimant from the premises. (hereinafter called “the Defendant’s Agent”).
4. Sometime in or around the 28th Januany 2009 the Claimant received a letter from Mr. Robert Boodoosingh, Attorney at Law purporting to act on behalf of Ms.Edna Clarke the Defendant’s former landlady. The said letter advised the Claimant of the landlady’s intention to unilaterally increase his rent from **ONE THOUSAND AND FIFTY DOLLARS ($1050.00) to FIFTEEN HUNDRED DOLLARS ($1500.00).** A copy of said letter is annexed hereto and marked “Q1”.
5. Again on the 19th March 2009 the Claimant received another letter from the said Mr.Robert Boodoosingh purporting to act this time on behalf of one Ms.Yolande Corentin, the Defendant, Ms.Gaynor O’Brian and Maryum O’Brian and further informing that the three persons mentioned above were the joint owners of the property and again that the monthly rent would be increased from **ONE THOUSAND AND FIFTY DOLLARS ($1050.00) to FIFTEEN HUNDRED DOLLARS ($1500.00).** A copy of the said letter is annexed hereto and marked “Q2”
6. At the time the Claimant received said letter he was not aware that the premises was transferred to the new owners. That Claimant had not received any notice of the change of ownership of the property neither did the said letter exhibit any documentary proof of change of ownership of the premises.
7. The Claimant by letter dated the 26th March 2009 through his then Attorney at law Mr.Newton James wrote to Mr. Robert Boodoosing stating inter alia that his client was contesting the unilateral increase of the rent inter alia and continued thereafter paying the subsisting rent of **ONE THOUSAND AND FIFTY DOLLARS ($1050.00)** by Money Orders through TT Post. Copies of letter from Mr.Newton James and the paid INLAND MONEY ORDERS annexed hereto in a bundle and marked “Q3”.
8. Again by letter dated the 4th May 2009, the Claimant’s Attorney at law received a letter from Mr. Robert Boodoosingh returning the said Inland Money Orders. A copy of the said letter is annexed hereto and marked “Q4”.
9. The Claimant thereafter continued in possession of the property and heard nothing of the matter until some time around the 13th July 2009 when he received another letter from Mr. Robert Boodoosingh stating among other things that the High Court has made an Order against the Claimant and further that the Claimant had to vacate the property by the 14th July 2009. A copy of the said letter of the 9th July 2009 and the Order of the Court dated the 15th June 2009 are annexed hereto in a bundle and marked “Q5”.
10. This was the first time that the Claimant was aware that there was a High Court Action against him and further that an Order was made against him to vacate the Premises. The Claimant was never served with any proceedings from the High Court of Justice.
11. However the Claimant upon receiving the said letter made inquiries in the High Court and discovered that the Defendant together with others has on the 15th day of June been granted an Order by the Honourable Justice Best for vacant possession of the premises inter alia.
12. As stated above before the 9th July 2009 the Claimant was not even aware that there was a High Court Action against him. However upon further inquiries at the High Court of Justice the Claimant discovered that **MR. LARRY DE SILVA** had sworn to an affidavit wherein he stated that he was the agent of the Defendant herein and further that he had served the Claimant with the Court Documents for Claim CV 2009 -01658 on the 1st day of June 2009 at 5:30 p.m. by giving the Claimant the said documents in the Claimant’s hand. **Mr. Larry De Silva** also stated that he called out the Claimant’s name and the Claimant answered to him name. A copy of the Affidavit of Service is annexed hereto and marked “Q6”.
13. The Claimant in fact was never personally served by the **Mr. Larry De Silva** on that particular day and at that time or on any other day. **Mr. Larry De Silva** sometime in the second week of June gave one **LORNA CHARLES** of No.51 Thomas Street, Tunapuna a neighbor of the Claimant who lived directly opposite to the Claimant at that time, the said Court documents to give to the Claimant which said documents the Claimant never received. A copy of an Affidavit of the said Lorna Charles filed in the Honourable Court on the 7th August 2009 is annexed hereto and marked “Q7”
14. In the circumstances the Claimant immediately sought legal advice and instructed his Attorney at law Mr. Colin Selvon to file an application before the Court to set aside the judgment against him made on the 15th June 2009 in default of Appearance. The said application was filed on the 7th August 2009. A copy of which is annexed hereto and marked “Q8”.
15. On the 8th of August 2009 the Attorney at law for the Defendant Mr. Robert Boodoosingh was served with the Claimant’s application to set aside said Judgment.
16. By Order of the Honourable Mr. Justice Best dated the 17th day of November 2009 the said default judgment was set aside. A copy of the Order of the Honourable Justice Best setting aside said judgment is annexed hereto and marked “Q9”).
17. Despite the judgment against the Claimant being a Default judgement, the Claimant was only informed of the Order on or around the 9th of July, five (5) days before the stay of execution expired.
18. The Defendant visited the premises of the Claimant threatening to throw the Claimant’s things out in the streets, despite being aware that the Notice of Application was filed seeking to set aside the default judgment.
19. Prior to the Court setting aside the said order on the 17th November, 2009 the Defendant’s Agent Mr. **LARRY DE SILVA** broke the lock on the gate to enter the property rented by the Claimant and placed his own lock on the gate locking the Claimant inside the premises. The Claimant called the Tunapuna Police Station who advised the Claimant to break the lock which he did.
20. Again the Defendant’s Agent visited the job site of the Claimant on the 17th of July,2009 and threatened him with eviction telling him that he would bring four (4) Jeep loads of Police Officers to evict the Claimant.
21. On the 29th October, 2009 the Claimant received a call from his neighbor that the Defendant’s Agent was at him home and had entered the rented Premises together with two plain clothes police officers and one in uniform and was putting his personal items on the road.
22. When the Claimant arrived at the rented premises the Living room was already cleaned of all items including all furniture and the Kitchen was also cleared of all items including all appliances.
23. The Claimant observed that the Defendant’s Agent by himself was attempting to put all the items outside the rented premises. Further to which when the Claimant attempted to enter the rented premises he was stopped by the two plain clothes police officers.
24. The Claimant informed the police officers that the matter involving his eviction from the premises was still before the Court and inquired of the Defendant and the Police Officers whether they has a warrant of Possession from the Court to evict him, to which the Defendant and the Police Officers remained silent as the Defendant continued to remove the items from the rented premises.
25. At the end of the exercise which took approximately six (6) hours, the Claimant upon examination of the items that was at that time on the road on St.Thomas Street, Tunapuna and upon searching for all the personal items that the Claimant had in the rented premises discovered that numerous personal items belonging to him was either damaged, destroyed, spoilt and /or missing.

**PARTICULARS OF LOST OR STOLEN ITEMS**

10” Milwaukee Circular Saw **$3,500**

Milwaukee Hammer Drill **$2300**

Masonry trowel $**250**

Chipping hammer **$75.00**

Ball point hammer **$90.00**

Coal chisel **$110.00**

Levi Denim Shirt **$250.00**

5 T Shirts **$250.00**

Cell phone Charger **$25.00**

2 Pairs of Sneakers ( Ladies ) **$600.00**

Wedding Band **$5,500.00**

Silver ID Band with name printed in gold **$4000.00**

CD’s and Movie DVD’s  **$400.00**

Computer/CPU/Keyboard and cables **$4,500**

Lap top Computer **$14,000.00**

Bottle of Vodka  **$450.00**

Half case stag **$120.00**

Bottle of Black and White Whiskey **$420.00**

12x 12 sponge cake **$350.00**

Globe pad lock (Large) **$75.00**

Lock master Lock **$105.00**

800 dollars US currency **$4800**

Box of Carpenter chisel of various sizes **$1140**

Gold chain with diamonds **$2100**

Pair of Black leather shoes **$360.00**

Pair of Nike Sneakers size 10 **$420.00**

4 Ralph lauren Queen size comforter sets **@ $1800 $10,800.00**

Black dress suit **$540.00**

Winter coat **$270.00**

**Total $185,335.00**

**PARTICULARS OF DAMAGED ITEMS**

10 Drinking glasses **$80.00**

8 ware plates **$400.00**

Glass Mugs **$45.00**

Tea Cups **$40.00**

Magic Chef Microwave oven **$900.00**

Refrigerator damage **$9,000**

Wardrobe  **$2700**

Queen Size bed  **$3900**

Children Dressing Table **$1600**

Ham spoilt **$350.00**

Turkey and other meats, sausages, cake spoilt **$550.00**

Tank stand **$1800.00**

Dog kennel **$3000.00**

Croton Plant **$400.00**

**Total $11,600**

**Total $295935.00**

1. The Claimant will contend at the trial of this action that the Defendant despite having being aware that there was an application to set the default judgment aside, still advised and/ or instructed the Agent proceed with evicting the Claimant from the premises.
2. In the Premises as a result of the action of the Agent acting as agent and/or Servant of the Defendant the Claimant suffered loss and damages.

**And the Claimant claims:**

1. **Damages in the sum of Two hundred and ninety five thousand, nine hundred and thirty five dollars ($295,935) being the value of Goods damaged, destroyed lost and/ or stolen by the Agent of the Defendant on the 29th October, 2009 whilst at #54 St. Thomas Street, Tunapuna whilst acting on behalf of the Defendant.**
2. **Damages for excessive and/or illegal levy.**
3. **Damages for Trespass**
4. **Cost**
5. **Interest**
6. **Any other relief that the Court deems fit in the circumstances.**

**Certificate of Truth**

**I, ANTHONY QUAMINA** of #31 Robert trace Tunapuna in the Republic of Trinidad and Tobago hereby certify that all the facts set out in this my Statement of Case are true and correct to the best of my knowledge, Information and belief and that I am entitled to the remedy claimed.

Signed

Claimant Dated

**The Court Office is at the Hall of Justice, Knox Street, Trinidad and Tobago. Telephone No. 690-2156, Fax 690-2674. The Office is open between 8:00 a.m and 4:00 p.m. Mondays to Fridays except Public Holidays and Court Holidays.**

**Dated this day of 2015**

**The name and address of the person to be served with this Claim form and Statement of Case is**

**Defendant’s address for service is:**

**Christopher Gidla**

**Attorney at Law for the Claimant**

**TO;**

**THE REGISTRAR**

**THE HIGH OF JUSTICE**

**KNOX STREET**

**PORT OF SPAIN**