28th February, 2012

**To**

**Toney Sieurattan**

**Corner of Brathwaite and Ragoo Streets**

**El Dorado Village,**

**Tunapuna**

Dear Sir

**RE: Purported Deed of gift/14th of December, 2006 between Dolly Seurattan, and Toney Seurattan.**

**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 Franklin Seurattan, and Dolly Seurattan.

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.

We are instructed by our clients that a Deed of Gift was made purportedly from Dolly Seurattan to yourself, on 14th of December, 2006. Our clients are desirous of contesting the said Deed of Gift because of the following reasons:

1.We are instructed that the our client, Ms.Dolly Seurattan has 4 Children, namely, Toney Seurattan, Vincent Seurattan, Susan Seurattan and Franklin Seurattan. You have been given property in Ragoo Street, Vincent was given house and land on Ragoo Street, and Susan was given money to buy a house in Canada. It was always the intention of Dolly Seurattan to give the Property situate at corner of Braith Waite and Ragoo Streets.This raises suspicious circumstances which is one of the clauses as per the common law under which the said Deed could be contested.

2.Our Cleint Ms.Dolly Sieurattan is 67 years old, and her health condition is not fit or understand what she is making at the time she made this aforementioned Deed was made. Hence this is not her deed.

3. We are instructed that Ms. Dolly Sieurattan could not read or write. She instructs me that she was told that this is Will and not a Deed when she signed the Deed. The contents were not read to her when she signed the Deed. Hence the Deed is not valid since she did not know what she is signing. A clause called “Non Est Factum” in the Common Law , which is also a basis to contest the Deed.

We are also contesting the Deed on the basis of duress and undue influence.

Once we are successful in our contest you would be required to pay the costs of court, which could be substantial also we are in the process of writing to DPP to see if any criminal charges could be executed under fraud.

However we are willing to come to an amicable negotiations and settlement. These negotiations should commence within 14 days of the receipt of this letter. Failing which, we are to understand that you are not interested in the negotiations and we will proceed with our application in the court of Law.

Please be guided accordingly

Yours in Service,

**Christopher Ross Gidla**

Attorney at law