**Christopher Ross Gidla**

**Attorney at Law**

**Gidla and Associates**

**123 Duke Street**

**Port of Spain**

**Bar no.GIC2006148**

**Tel/Fax: 624-4410**

**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # No.CV 2011-

BETWEEN

**ARLENE McDONALD Claimant**

**AND**

**CLICO CREDIT UNION COOP SOCIETY LIMITED**

**Defendant**

**- - - -** ooo**000**ooo **- - - -**

**CLAIM FORM**

The Claimant Arlene Mc Donald of #336, Flamingo Avenue, Lisas Gardens, Couva, claims against the Defendant **Clico Credit Union Co-op Society Limited having its registered office situate at 112 -114 Duke Street** in the island of Trinidad

1.Damages for Wrongful Distress

2.Damages for Illegal Distress

3. Injury for the personal feelings

4. Loss of use of the said motor vehicle for five months at the rate of $12,000 per months at the rate of $12,000 per month, totaling $60,000

7. Aggravated damages

8. Damages for conversion

9. Interest Pursuant to Section 25 of the Supreme Court of Judicature Act Chapter 4:01 of the Laws of Trinidad and Tobago as amended or the Court’s equitable jurisdiction.

5.Costs

6. Such further and /or other relief as the court may deem just in the circumstances.

I hereby certify that the Claimant’s claim is likely to exceed $15,000.

Christopher Ross Gidla

Claimant’s Attorney at Law

**NOTICE TO THE DEFENDANT**- **See the notes served with this Claim Form**

This Claim Form must contain or have served with it either a statement of case or a copy of a court order entitling the claimant to serve the claim form without a statement of case.

If you do not complete the form of appearance served on you with this Claim Form and deliver or send it to the court office (address below) so that they receive it within EIGHT days of this Claim Form on you, the claimant will be entitled to apply to have judgment entered against you. The form of appearance may be completed by you or an attorney acting for you.

**You should consider obtaining legal advice with regard to this claim.**

**This claim form has no validity if it is not served within [four] months of the date below unless it is accompanied by an order extending that time.**

**Certificate of Truth**

I believe that the contents of this claim form/statement of case are true and that I am entitled to the remedy claimed

Signed………………………………………..

Arlene McDonald (Claimant)

Dated: 2011

The Claimant’s address for service is: CHRISTOPHER ROSS GIDLA Attorney At Law, of Gidla & Associates, whose address for service is in 123 Duke Street, Port of Spain.

The **Court Office** is at the {Hall of Justice, Knox Street, Port of Spain] telephone number 623-6297, FAX 625-5088. The office is open between [8:00 a.m] and [4:00 p.m] Mondays to Fridays except on Public Holidays and Court Holidays.

Dated the February, 2011

The Claimant’s address for service is:

Christopher Ross Gidla

Gidla & Associates

123 Duke Street,

Port of Spain

To: The Registrar of the Supreme Court

Hall of Justice

Knox Street

Port of Spain

To:

Ms.Dianne Howard- Devonish

Chief Executive officer/General Manager

Clico Credit Union

112-114 Duke Street

Port of Spain

Trinidad

**Filing attorney: Christopher Ross Gidla**

**Attorney at Law**

**Bar No:2006148**

**Gidla and Associates**

**18-20 Pembroke Street**

**Port of Spain**

**Tel/Fax: 221-1325**

**Email address:christopherrossgidla@yahoo.com**

**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # No.CV 2011-

BETWEEN

**ARLENE MC DONALD Claimant**

**AND**

**CLICO CREDIT UNION**

**CO-OP SOCIETY LIMITED**

**Defendant**

**- - - -** ooo**000**ooo **- - - -**

**STATEMENT OF CASE.**

1. The Claimant is and was at all material times a member of the Defendant Credit union whose office is situate at #3 Herbert Street, St.Clair, Port of Spain in the Island of Trinidad
2. The Defendant at all material times a Credit Union carrying on the business of Credit Union incorporated under the laws of Republic of Trinidad and Tobago with its registered office situated at # Herbert Street, St.Clair, Port of Spain in the Island of Trinidad.
3. On or about 28th of February, 2001 the Claimant made an instrument of charge with the Defendant to borrow a sum of $125,000 together with interest thereon at the rate of 12% per year, to repay in 60 monthly instalments of $3,175.00 as from the 28th of February, 2007 to purchase a motor vehicle # PCC 6747. A copy of the document is hereto attached and exhibited a “AM1”
4. The last payment is scheduled to be made on February, 28th of 2012.
5. The said instrument has a Clause (3) (a) (i) stating that the Credit Union can seize and take possession of the said Vehicle if she makes default in the observance or performance of any covenant or condition of the instrument.
6. On or about 29th of July, 2010, the Claimant 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 the Clamant’s vehicle.
7. The Claimant made efforts to pay $8,000 with two hours. On or about 3rd of September, 2010, she made a payment of $52,000.
8. The Defendant accepted these payments to clear the arrears outstanding.
9. Again the Claimant made a payment of $60,000 which cleared all the arrears and put her ahead of the payments of instalments. The defendant accepted these payments and waived the right of election to sieze the said vehicle. A copy of the member’s statement is hereto attached and exhibited as “AM2”
10. Inspite of the efforts made by the Claimant the defendants agents , on or about 29th of October, 2010 at 11:02 pm followed her and took possession of the said vehicle with the belongings in the Car, without a warning.
11. On or about 18th of November, 2010, the Defendants has sent a letter to the Claimant about the outstanding monies. There are figures ,Car liability, and personal liability, and Repossession fees, and when asked to clarify these figures the Defendant’s could not clarify them to the Claimant. A cop y of the letter is hereto attached and exhibited as “AM3”
12. The Claimant’s attorney at law wrote a pre action protocol letter to the Defendant’s and till date no reply was received. A copy of the letter is hereto attached and exhibited as “AM4”
13. By accepting the instalments and the arrears the Defendants has waived the right of election to repudiate the agreement and waived the right to liquidate the amount.

And the Claimant claims against the Defendant

Damages for Wrongful Distress

2.Damages for Illegal Distress

3. Injury for the personal feelings

4. Loss of use of the said motor vehicle for five months at the rate of $12,000 per months at the rate of $12,000 per month, totaling $60,000

7. Aggravated damages

8. Damages for conversion

9. Interest Pursuant to Section 25 of the Supreme Court of Judicature Act Chapter 4:01 of the Laws of Trinidad and Tobago as amended or the Court’s equitable jurisdiction.

5.Costs

6. Such further and /or other relief as the court may deem just in the circumstances.

This Statement of Case was issued by Christopher Gidla, Attorney at Law, Suite #4, 123 Duke Street, Port of Spain, Attorney at Law for the Claimant whose address for service is the same as above

----------------------------------

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.

**DATED** the day of ,2011

**CERTIFICATE OF TRUTH**

**I, Arlene Mc Donald , the Claimant herein state that and believe that the contents of this claim form and statement of case is true and that I am entitled to the remedies claimed**

**Arlene McDonald**

**Claimant**