

BREACH OF CONTRACT

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THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No. CV 2011 - 03648

BETWEEN

TERENCE FENWICK

CLAIMANT

AND

SAN JUAN JABLOTEH SPORTS LIMITED

DEFENDANT

WITNESS STATEMENT OF JERRY HOSPEDALES

1. My name is Jerry Hospedales and I reside at No. 10 St. John Road, Blue Range, Diego Martin. I have been Chairman of San Juan Jablotch Sports Limited since 1999. I was first

elected as President of San Juan Jabloteh Sports Club in 1975 and continued in that position to 1985. I spent four years in Washington DC, U.S.A. in 1985 – 1989. I was re-elected as President in 1989 and continued in that position to 1999. My present position at San Juan Jabloteh Sports Limited is the Chairman.

2. I am a witness herein and duly make this Witness Statement in support of the Defendant. I have full knowledge of the facts of this case. In so far as the contents of this Witness Statement are within my personal knowledge, they are true, otherwise they are true to the best of my knowledge, information and belief.

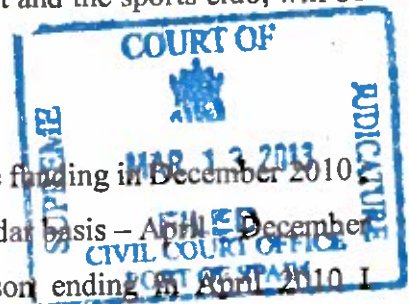
3. As the Chairman of the San Juan Jabloteh Sports Limited I manage the Board of Directors with a view to promoting sport, specifically football, netball and cultural activity amongst young people in the San Juan area and its environs. At formation in 1974 and as an amateur operation the club established a football programme to achieve this objective. The club expanded into netball in 1990. Subsequently, in 1995 the club established a semi-professional team and with the introduction of professional football in Trinidad and Tobago in 1999, the club established a professional team. At all times during its existence, the club had youth programmes ranging in groups below 12 years and with 3 youth teams ranging in ages from 13 -19 years.

4. In 2001, the position of Head Coach and Technical Director was advertised and the Colonial Life Insurance Company [Trinidad] Limited (hereinafter referred to as "CLICO"), recommended that we seek an international coach. The Claimant was then invited to the jurisdiction for an interview and in 2001 the Board of Directors agreed to employ the Claimant. In 2003, the Claimant left the jurisdiction to pursue his career as a coach in the United Kingdom and in 2005 I telephoned the Claimant and requested that he return to the San Juan Jabloteh Sports Limited since the sports club was experiencing managerial difficulties with its local coaches and technical directors. In early 2009 the Claimant unilaterally left the employ of the club, given that the funding from CLICO was interrupted consequent on the assumption of control of CLICO by the Central Bank of Trinidad and Tobago.

5. In late 2009, the Claimant returned to the jurisdiction and resumed his duties as Head Coach and Technical Director of the Defendant on the basis of an understanding that the Claimant would be able to establish a competitive team within a budget of \$160,000.00 with \$50,000.00 being the monthly salary for the Claimant. CLICO provided a monthly subvention of \$200,000.00, \$40,000.00 of which was being assigned by the club to meet expenses relating to the youth and netball programmes as well as the administration. The terms and conditions of the contract of employment (hereinafter referred to as "the contract") dated 26th November 2009 was agreed to by the Claimant. A true copy of the said letter is hereto annexed and marked 'A'. An important aspect of the contract was Section 20 which expressly stipulates that in the event that CLICO withdrew funding from the sports club, all contracts pertaining to the Defendant and the sports club, will be deemed null and void and the contract will be terminated.

6. In mid 2010, CLICO advised the club that it would terminate funding in December 2010 however, the football season had been changed from a calendar basis – April – December 2010 to July 2010 – April 2011. With the football season ending in April 2011 I approached CLICO for an extension of the \$200,000.00 monthly subvention; however, by letter dated December 20th 2010, CLICO informed me that they will be unable to provide financial support. A true copy of the said letter is hereto annexed and marked 'B'. CLICO was willing to contribute \$100,000.00 for the period January 2011 to April 2011 and the sports club also received a sum of \$400,000.00 from the Trinidad and Tobago Pro League which allowed us to successfully complete the football season. The amount represented winnings which had not been paid by the Trinidad and Tobago Pro League. It was on this this basis that the Claimant's contract was not terminated in December 2010 and he continued being employed with the Defendant.

7. On or about March 2011, the Board of Directors held a meeting in light of CLICO's withdrawal of funding as per contract and due to the sports club failed attempts to obtain additional financial funding. We immediately instructed Mr. Azaad Khan, Chief Executive Officer of the Defendant to issue a letter to the Claimant informing him of the



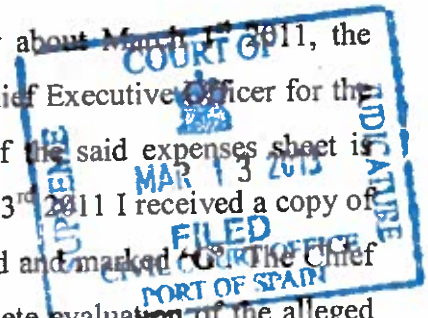
immediate termination of the contract. A true copy of the said letter is hereto annexed and marked 'C'

8. The Claimant was present at all board meetings and was aware of the financial difficulties of the Defendant. Additionally, during the period February 28th 2011 – March 14th 2011, the Claimant continuously used offensive and abusive language towards members of the Board at the said meetings as he constantly made demands for monies allegedly owed to him. I was then forced to relocate the meetings at my office at the Ministry of Finance and I requested that the Claimant be banned from attending same.
9. On 22nd March 2011, I attended a football match at the Marvin Lee Stadium, Centre of Excellence between the Defendant and Defence Force. At around 10 - 15 minutes before the end of the match, Mr. Prakash Bhaggan and I left the stands together and whilst walking across the compound towards my car the Claimant attempted to block my path and began using very abusive and offensive language whilst aggressively gesticulating in front of my face. This behavior continued for about 10 to 15 minutes in full view of the public and also the Defendant's officials who followed the Claimant when he left the bench unattended whilst the match was in progress. In fact he did indicate that he would *bring me down* and wish to know whether Mr. Phillip Fraser, a Director had become my bodyguard. The Claimant continued to behave in an aggressive manner until I hurriedly entered my car upon feeling threatened for my life and then left the car park.
10. I called a meeting of the Board of Directors on March 24th 2011 in light of the aforesaid incident and due to the reasons that:
 - (a) The Claimant left the bench unattended whilst the match was in progress;
 - (b) The Claimant verbally abused and made unprovoked threats at the Chairman;
 - (c) The incident occurred in the full view of members of the public;
 - (d) The Claimant brought the club into disrepute
11. The Board of Directors decided to fine the Claimant 50% of his salary for the month of March 2011 in accordance with Articles 10, 15 and 57 of the FIFA Disciplinary Code

which governs all procedures in relation to the principles of fair play and conduct. A true copy of the said FIFA Disciplinary Code is hereto annexed and marked 'D'. We immediately instructed the Chief Executive Officer to write a letter to the Claimant informing him of his insulting behavior together with the related fine. A true copy of the said letter is hereto annexed and marked 'E'.

12. The Defendant was solely responsible for imposing the fines on players and those fines occurred in the context of breaches of certain standard rules relating to conduct of football players. There was no hearing and the Defendant did not entertain appeals given the need for a disciplined framework with a central authority. The Defendant followed the same rules with respect to the sanctioning and fining of the Claimant.

13. Subsequent to the withdrawal of CLICO financing, on or about March 1st 2011, the Claimant submitted to the club his expenses sheet to the Chief Executive Officer for the period November 2009 – December 2010 (A true copy of the said expenses sheet is hereto annexed and marked 'F') and by e-mail dated March 3rd 2011 I received a copy of same. A true copy of the said e-mail sheet is hereto annexed and marked 'G'. The Chief Executive Officer was responsible for undertaking a complete evaluation of the alleged liabilities owed to the Claimant.



14. The usual procedure with respect to expenses was that the Claimant was strictly allocated \$1000.00 for gas and \$1000.00 for telephone. However, for expenses incurred which were not within the ambit of the contract, the Claimant was mandated to submit the invoices to the Chief Executive Officer who will in turn submit same to the Board of Directors for approval. The Claimant did not submit the invoices on a regular basis but instead allowed same to accumulate and proceeded to spend his finances without seeking the approval of the Chief Executive Officer or the Board of Directors.

15. The Board of Directors met on numerous occasions and agreed that with respect to the Claimant's expenses the Defendant's liability must be limited specifically to tax payments in the sum of \$26,700.00, \$1398.00 for motor vehicle insurance and prize

monies which was still to be collected from the Trinidad and Tobago Football Federation and the Trinidad and Tobago Pro League.

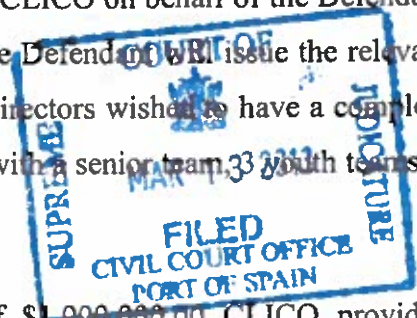
16. A part of the claim by the Claimant is for payment in respect of the transfer fees received by the Defendant for Mr. Robert Primus. The Defendant established in Mr. Fenwick's contract the payment system for any transfer of a player from the sports club under the management of the Claimant. However, in the case of Mr. Robert Primus, the discussions between the FIFA agent in Trinidad, Mr. Dion Sosa and the Claimant deteriorated to the point where Mr. Dion Sosa began publicly complaining of the Claimant's unprofessional behaviour and his unwillingness to professionally cooperate with Mr. Dion Sosa to conclude the transfer.
17. Subsequently Mr. Robert Primus without the Claimant's or Defendant's permission left the sports club and was located when I was contacted by Mr. Dion Sosa indicating that he was prepared to discuss a transfer payment but could not do so when the Claimant was negatively pursuing his own interest. The Chief Executive Officer and I then entered into negotiations with Mr. Dion Sosa which resulted in the successful transfer of the said player in the sum of US\$30,000. On this basis the club is of the view that the Claimant did not act in the Defendant's interest and should not receive any money for the transfer of Mr. Robert Primus.
18. On or around January 2008, the Claimant engaged in discussions with Mr. Peter Miller, Director, of Magenta Corporation for the involvement of the Defendant in a foreign partnership programme for a period of 3-years to be sponsored by CLICO. A contract was concluded on February 23rd 2008 to officially put this proposal into effect and for the first year of the said contact we had an agreement with CELTIC Football Club in Scotland which undertook to organize international games for the senior team abroad and for the establishment of an academy for young players in Trinidad and Tobago including tours for the Defendant's young players. A true copy of the said contract is hereto annexed and marked 'H'.

19. The financial responsibility by the Defendant involved the payment of \$1,000,000.00 per annum from CLICO. I am informed that the first cheque no. 0291167 dated December 8th 2008 was issued to IT Pod Holdings Limited in the sum of \$1,000,000.00 and Mr. Prakash Bhaggan assisted the Claimant to deposit same into the account of IT Pod Holdings Limited. I am aware that IT Pod Holdings Limited was a company formed in Trinidad and Tobago for the purpose of managing Magenta's local business on its behalf. However, the relationship with CELTIC Football Club never materialized given the experience in Scotland when CELTIC Football Club failed to show during the senior team visit.

20. Subsequently, by oral agreement, Ashton Villa Sports Club was introduced in 2008-2009. By that time the club had agreed that all payments by CLICO on behalf of the Defendant should be made directly to the Defendant and then the Defendant would issue the relevant cheques. This was due to the fact that the Board of Directors wished to have a complete record of the cost of the operations of running a club with a senior team, 33 youth teams, a clinic, a women's team and 2 netball teams.

21. By cheque dated 2nd January 2009 in the sum of \$1,000,000.00 CLICO provided additional funding for the period 2009-2010 with respect to the agreed football project. It was orally agreed that the cheque dated 2nd January 2009 was to be made payable to the Defendant but I understand that the Claimant proceeded to collect the cheque from CLICO and to date the Defendant is unaware of the whereabouts of the said cheque. Mr. Prakash Bhaggan had nothing to do with the depositing of the cheque dated 2nd January 2009 and moreover neither did Ashton Villa Sports Club nor Magenta Corporation perform any of the required services. Therefore the project was not completed as per contract and persons such as Mr. Earl Jean who was employed with Magenta Corporation and whose responsibility was to conduct youth clinics was not paid for his services.

22. To date CLICO cannot locate a copy of the cheque dated 2nd January 2009 which was rightfully supposed to be issued to the Defendant in the sum of \$1,000,000.00. Instead the



said cheque was collected by the Claimant and deposited into the account of IT Pod Holdings Limited or some such account.

23. The Defendant was justified in questioning the whereabouts of cheque dated 2nd January 2009 and on April 26th 2011, a board meeting was held and the Board of Directors instructed that the Chief Executive Officer should enquire from the Claimant the status of the \$1,000,000.00 cheque dated 2nd January 2009. See letter dated May 6th 2011. We also wrote to Magenta Corporation asking about the whereabouts of the cheque dated 2nd January 2009 and they requested that we prove that we are a sports club which existed.

STATEMENT OF TRUTH

I, Jerry Hospedales, believe that the facts stated in this witness statement are true and correct.

Signed: Jerry Hospedales
JERRY HOSPEDALES

Dated: 3-8-13

TO: THE REGISTRAR OF THE SUPREME COURT OF JUSTICE
Hall of Justice, Knox Street
Port of Spain

AND TO: MR. CHARLES LAW
45A/45C St. Vincent Street
Port-of-Spain
Attorney-at-Law for the Claimant



INSURANCE COMPANY (TRINIDAD) LIMITED
P.O. Box 443, 29 St. Vincent Street, Port of Spain, Republic of Trinidad & Tobago, W.I.
Tel: (868) 623-1421, Fax: (868) 627-3821, Email: info@clico.com, Website: clico.com

December 20, 2010

Mr. Jerry Hospedales
Chairman
San Juan Jabloteh Sports Club
LP#1, Corner Akal Trace & Saddle Road
UPPER SANTA CRUZ

Dear Mr. Hospedales

RE: FINANCIAL SUPPORT FOR SAN JUAN JABLOTEH SPORTS CLUB: JANUARY – APRIL 2011

Reference is made to your letter of December 10, 2010 which was addressed to our Chairman, Mr. Gerald Yetming.

We wish to advise that on account of our particularly difficult financial position, we are unable to continue to provide the financial support for San Juan Jabloteh Sports Club even at the level provided over 2009-2010. We shall, however, be willing to make a contribution of \$100,000.00 per month for the period January 2011 to April 2011, the date when the football year officially ends.

We take the opportunity to wish you and the Club all success as you seek to attract new sponsors.

Yours sincerely

Carolyn John
FINANCE DIRECTOR

- cc. G. Yetming, Chairman – CLICO
- C. Gomez, Snr. Finance Manager – CLICO
- G. Barnes, Promotions Manager – CLICO





**CLICO SAN JUAN JABLOTEH SPORTS CLUB
TERMS AND CONDITIONS OF EMPLOYMENT FOR MR TERRY FENWICK**

CONTRACT TERMS

1.	PARTIES:	This contract is made between San Juan Jabloteh Sports Limited a company whose registered office is at LP#1, Corner Akal Trace & Saddle Road, Upper Santa Cruz, Trinidad (the 'Club') and Tobago and Terry Fenwick of Seaham, Durham, England, United Kingdom (Technical Director) on the terms and conditions below.
2.	JOB TITLE:	Technical Director, Head Coach.
3.	COMMENCEMENT:	26 th of November 2009
4.	TERM:	November 2009 - December 31 2013 . Any further renewal or extension of this contract shall be at the sole discretion of the club.
5.	REMUNERATION AND COMPENSATION:	<p>(a) <i>Salary - 23rd of November 2009 to 31 December 2013 - TTD 50,000 per month. To be paid in arrears at the end of each month.</i></p> <p>(b) <i>Car; Either - BMW X5 Vehicle, registration BBW 9500, registration to be transferred into the Technical Directors name with immediate effect. Or - CLICO proportion the 33% stake in the above vehicle against a CLICO stock (Used Car). CLICO and the Technical Director to structure an amicable payment plan to assist Mr. Fenwick to buy the CLICO stock vehicle through CLICO office to be registered in the Technical Directors name.</i></p> <p>(c) <i>Vehicle insurance and fuel covered by the club.</i></p> <p>(d) <i>Job related phone charges.</i></p> <p>(e) <i>Medical Cover.</i></p> <p>(f) <i>Repayment of outstanding bonus and expenses of \$120,000 upon signing.</i></p>
6.	Transfer Fees & Sell-on	(a) <i>50% of any player transfer fee or sell-on agreement of to be paid to the Technical Director.</i>
7.	EXPENSES:	<p>On a monthly basis, the Club shall reimburse the Technical Director all reasonable expenses incurred by him in the proper performance of his duties subject to:</p> <p>(a) <i>the presentation of such documentary evidence of actual payment of the expenses as the Club may require; and</i></p> <p>(b) <i>compliance with such guidelines as issued from time to time by the Club in the type of expenses which may be regarded as reimbursable.</i></p>
8.	BONUS SCHEME:	<p>Entitlement to the following bonuses:</p> <ul style="list-style-type: none"> • <i>30% of any prize monies generated by the Pro-Team to be paid to the Technical Director.</i>
9.	HOURS OF WORK:	Full time
10.	BUSINESS INTERESTS	It is agreed that the Technical Director can pursue external business interests providing this does not interfere with club duties.
11.	DUTIES:	The Technical Director/Coach shall at all times during the period of this contract devote his time, attention and ability as is reasonably required to the duties of his appointment. He shall faithfully and diligently perform the duties and exercise those powers as outlined in the job description attached and those incidental
12.	TERMINATION:	The club have the right to offer a settlement figure, to be accepted by the Technical Director, to terminate this agreement

COURT OF
JUDICATURE
23 SEP 2011
PORT OF SPAIN

COURT OF
JUDICATURE
T.W.F



**CLICO SAN JUAN JABLOTEH SPORTS CLUB
TERMS AND CONDITIONS OF EMPLOYMENT FOR MR TERRY FENWICK**

13.	REPORTING RELATIONSHIPS:	Attendance by the Technical Director at all Board Meetings and provision of reports to Board on developments consistent with job description are mandatory.
14.	WORK PERMIT:	CLICO San Juan Jabloteh will process and meet the cost of renewal of the Technical Directors work permit.
15.	ANNUAL LEAVE:	Four (4) weeks in the period subsequent to the end of the season i.e. January. Compassionate leave can be arranged at mutually convenient times.
16.	INCOME PROTECTION:	This contract will be paid in full.
17.	RENEWAL	By October 2013, each party must inform the other of its intention with respect to renewal of this contract.. The terms and conditions of such renewal shall be negotiated at that time.
18.	GOVERNING LAW:	This contract will be governed by the laws of the Republic of Trinidad and Tobago and FIFA regulated.
19.	COUNTERPARTS:	This contract may be executed in counterparts. It shall take effect on and be dated as at the date on which the last signing party executes it.
20.	VISION BONUS:	Participate in the CONCACAF Club Championships. Accordingly, the Technical Director would receive bonus as follows: <ul style="list-style-type: none"> • 30% of any prize monies generated for qualification to the CONCACAF Club Championship. • 30% of any prize monies generated at any further stage of the CONCACAF Club Championship.
20	CLICO Funding/Sponsorship <i>T.W.F.</i>	In the event CLICO limited withdraw funding (Sponsorship) from the San Juan Jabloteh Youth Program and all contracts (players & staff) executed by CLICO limited liability Company, San Juan Jabloteh Sports and Culture Club Limited, are deemed Null and void, this contract will be terminated.

COURT OF JUDICATURE
23 SEP 2011
FILED
CIVIL COURT OFFICE
PORT OF SPAIN

SUPREME COURT
MAR 13 2013
FILED
CIVIL COURT OFFICE
PORT OF SPAIN

SAN JUAN JABLOTEH SPORTS LIMITED

T.W. Fenwick
Terry Fenwick

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CLICO SAN JUAN JABLOTEH SPORTS LTD

Subject to Contract

Please be advised that the "New Contractual Agreement" between CLICO San Juan Jabloteh and Mr. Terry Fenwick is subject to the resolution of clause 5(b) of the said contract, relating to, the club car registration number PBW 9500.

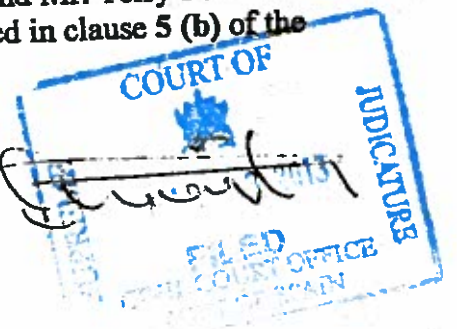
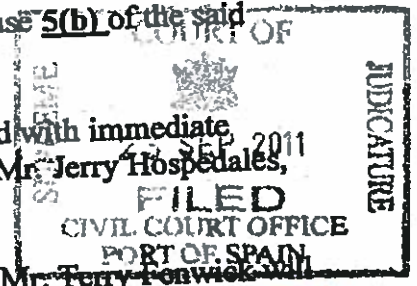
Commencement of the new contractual agreement has been agreed with immediate effect, pending a meeting on the 15th of December 2009 between Mr. Jerry Hospedales, Wilfred Espinet and CLICO Chairman Claud Musab Ali.

It is expected that this clause will be resolved at this meeting and Mr. Terry Fenwick will be informed thereafter of the new club car arrangement outlined in clause 5 (b) of the new contract.

Yours sincerely,

Mr. Jerry Hospedales
Chairman
CLICO San Juan Jabloteh Sports Limited

Terry Fenwick



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TERRENCE FENWICK (*CLAIMANT*)

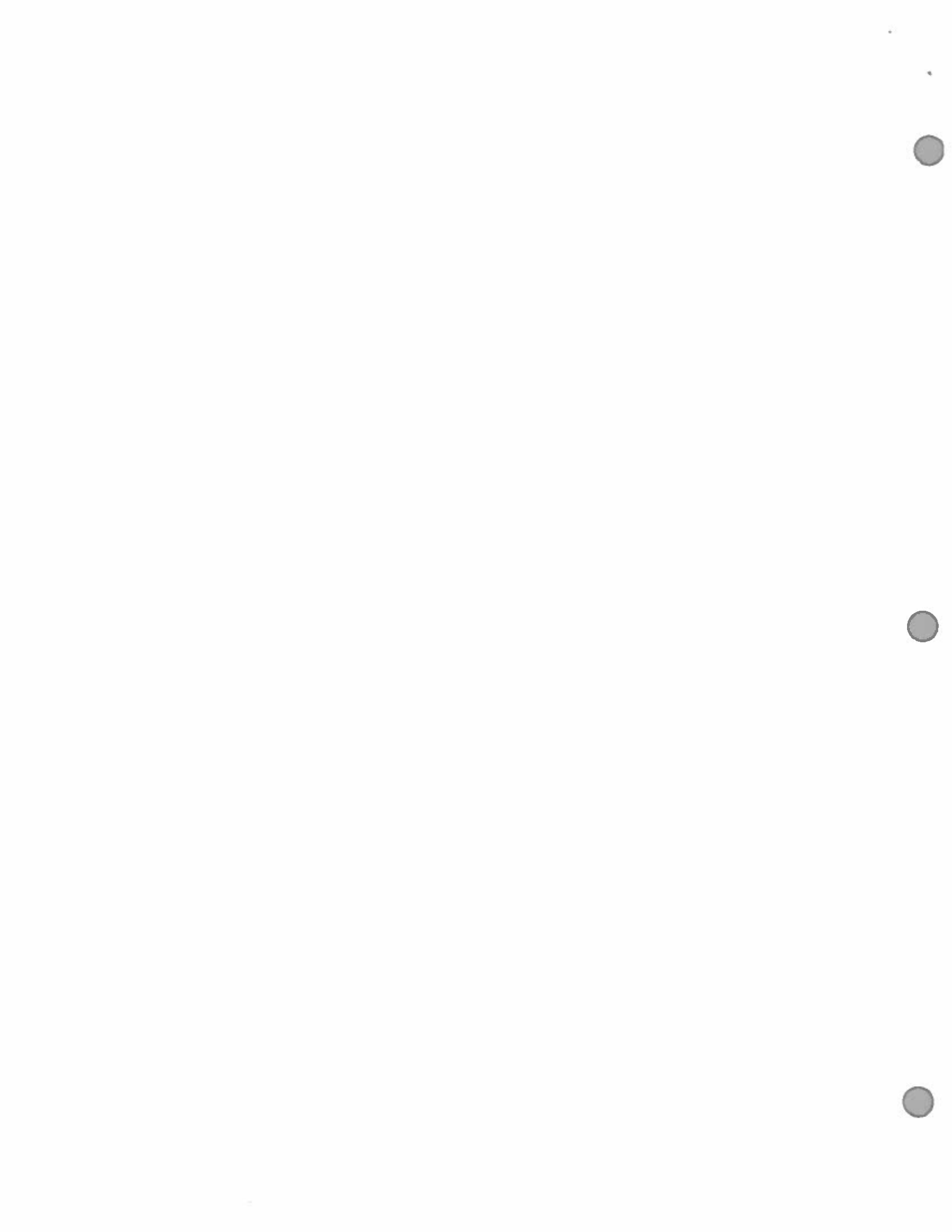
AND

SAN JUAN JABLOTEH SPORTS LIMITED (*DEFENDANT*)

Claim No. CV 2011 – 03648

MEDIATION PROCEEDINGS

October 25 2013



TERRENCE FENWICK (*CLAIMANT*)

AND

SAN JUAN JABLOTEH SPORTS LIMITED (*DEFENDANT*)

Claim No. CV 2011 – 03648

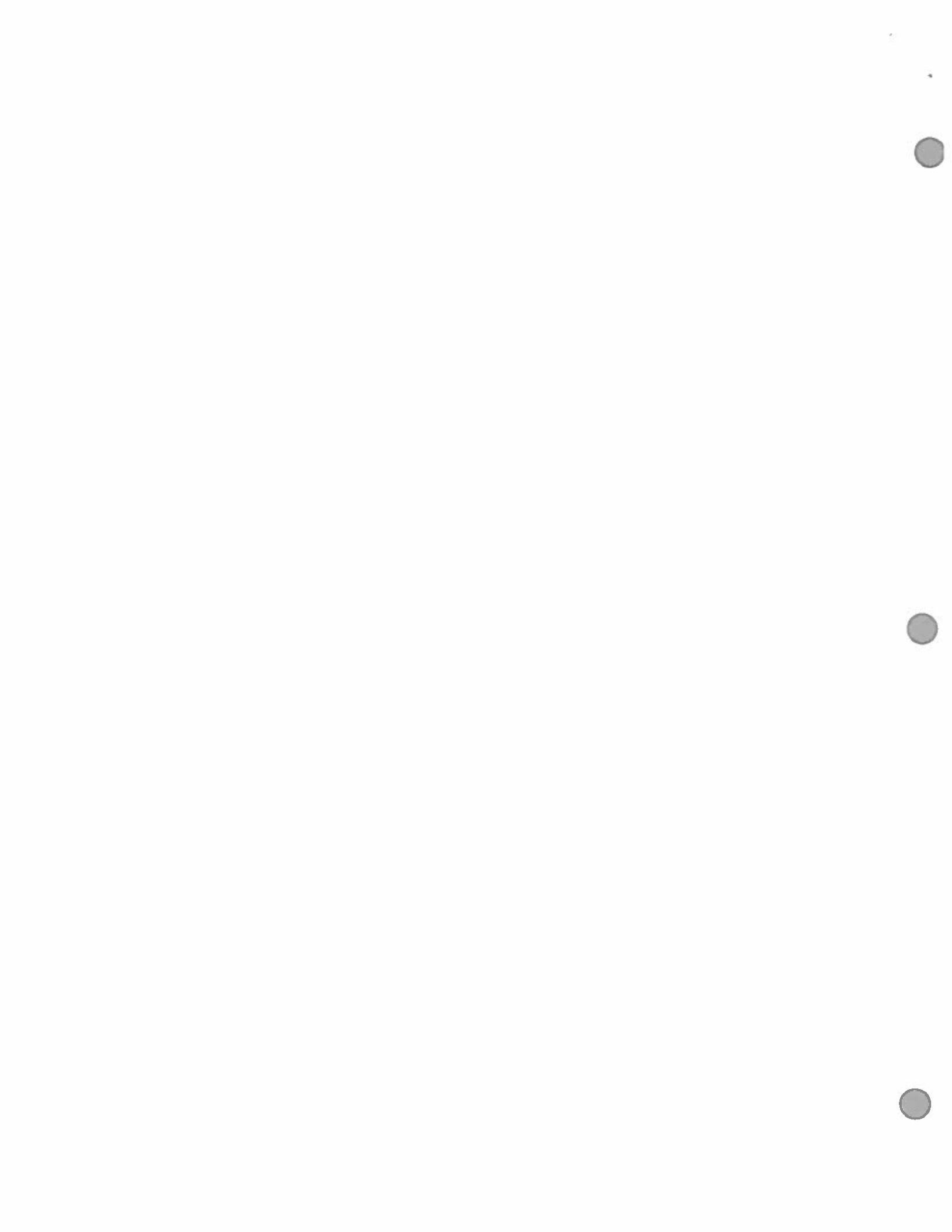
MEDIATION PROCEEDINGS

October 25 2013

1. A Judicial Settlement Conference was accepted by both San Juan Jabloteh Sports Limited and Mr. Terrence Fenwick, when the matter of the claim by Mr. Fenwick for breach of contract was heard in the Pre-Trial Review before Honourable Madame Justice Pemberton at the High Court of Justice on May 9 2013. If the matter remained unresolved the Pre-Trial Review will continue on November 25 2013.

2. The centrality of the claim of Mr. Terrence Fenwick is anchored on an interpretation of the contract which was executed between San Juan Jabloteh Sports Club and Mr. Fenwick in November 2009 which provided *inter alia* for:

- (i) A contract which would last from November 2009 to December 2013 and that contract could be terminated by mutual settlement or in the event that CLICO Limited withdrew funding from the Club at which time all contracts would become null and void (Fenwick Contract);
- (ii) A salary of \$50,000 per month ;
- (iii) Intervention with CLICO to assist Mr. Fenwick in purchasing the CLICO vehicle which he had in usage during the period February 2009 – November 2009 when he was no longer employed by the Club;
- (iv) Provision of vehicle insurance and fuel for Club activities ;
- (v) Job-related telephone charges;



- (vi) Repayment of outstanding bonuses and expenses which were payable but not made when CLICO suspended funding in January 2009 which led to a decision by Mr. Fenwick to terminate his relationship with the Club ;
- (vii) 50 percent of any player transfer fee or sell-on agreement;
- (viii) 30 percent of any prize monies generated by the Pro Team; and
- (ix) Assistance in processing work permit and associated payments.

3. The Fenwick contract was made effective with the payment of the outstanding bonuses and expenses amounting to \$80, 000 but there was great difficulty in liaising with a new management at CLICO with respect to the car settlement. That notwithstanding Mr. Fenwick was the coach during the period from November 2009, throughout 2010, and up until April 2011 when the funding was no longer available due to a decision by CLICO in May 2010 to cease funding the Sports Club in December 2010; however with the change in the season format from a calendar year basis to August - April CLICO agreed to provide a reduced funding of \$100, 000 per month from \$200, 000 per month during the period January – April 2011.

4. The Fenwick Contract was effectively terminated on December 31 2010 but the Club continued his contract on a month to month basis up until April 2011 when funding ceased. Mr. Fenwick was so advised.

5. Mr. Fenwick understood clearly the implications for his contract in respect of the CLICO collapse. He attended all Board meetings and he assisted the Club management in seeking to secure sponsorship during the period June – December 2010; but those initiatives were not fruitful. The Club continued its operations and was able to secure funding from Adams Construction and Management Company additional to the continuation of a monthly subvention from the Sports Company of Trinidad and Tobago. The Club participated in the August 2011 – April 2012 football competitions organized by the TT Pro League but disengaged when funding from both sources ceased. The Club has now returned to the TT Pro League through the combined effort of a number of sponsors, the funding for which was limited only to the football operations.



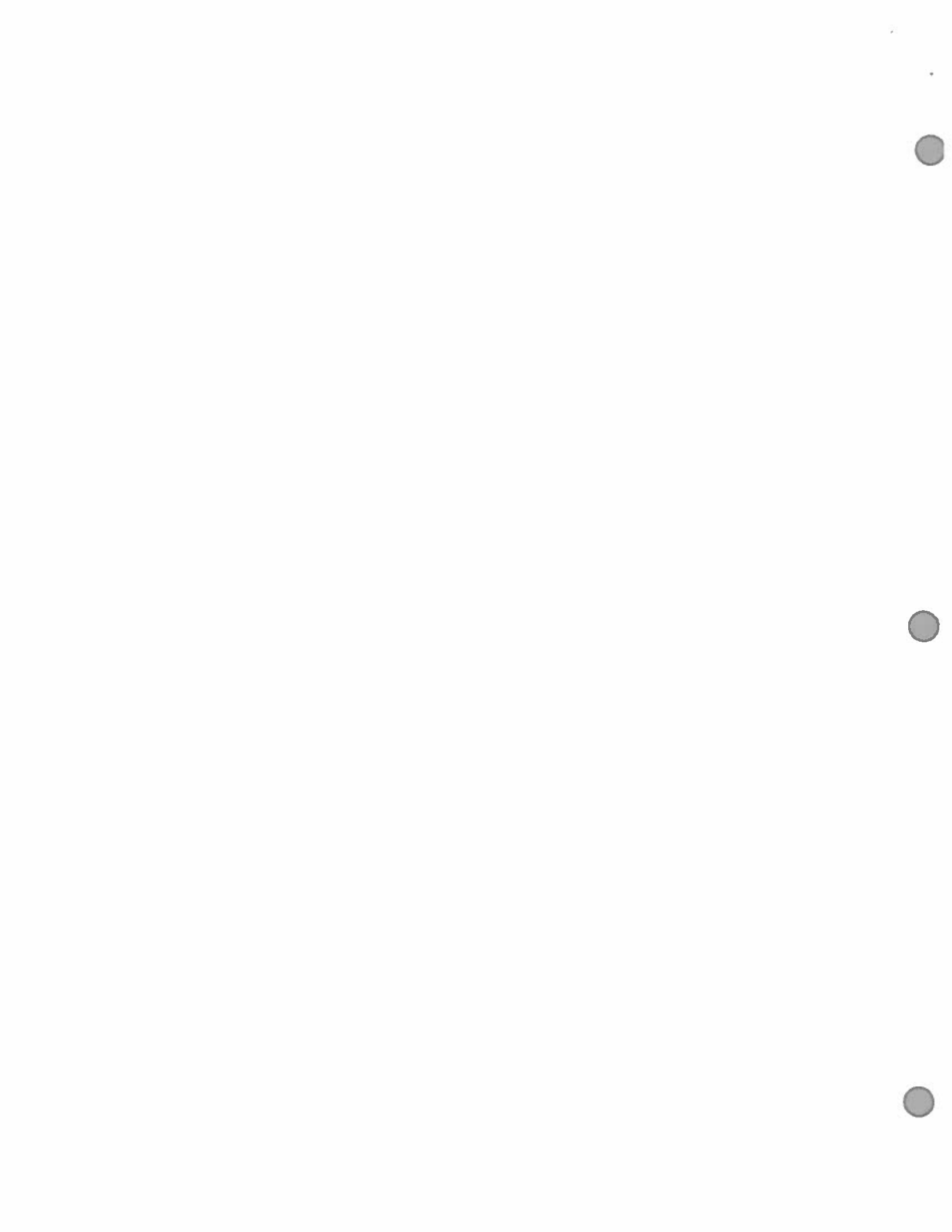
6. In April 2011, the Club had agreed to pay off its debt to First Citizens Bank and to a range of creditors. At present, the debt owed to First Citizens Bank is \$921, 780 and to other miscellaneous creditors \$183, 808. The Club is liaising with First Citizens Bank so as to restructure the debt and has decided that over the next year a series of fund raising ventures would be organized for discharging the debt to miscellaneous creditors; like transport providers, food providers, pharmaceutical products etc.

7. Mr. Fenwick was engaged by CLICO in 2001, at the intimation of Mr. Lawrence Duprey. He spent two years in coaching and was responsible with the Board of Directors for putting in place a professional and competitive team which was based on the vision of the Board, that the Club should cater to young people in the underprivileged communities of Trinidad and Tobago, in particular the communities of the east-west corridor stretching from Morvant going east to Mt. Lambert and from the Croissee going north to Santa Cruz. The mandate was properly discharged by Mr. Fenwick. He was subsequently engaged in 2005 and that engagement continued to January 2009 when the initial CLICO funding ceased. He was re-engaged in November 2009 and this despite significant character failures in particular his relationship with members of the Board and officials of the professional league. In the case of members of the Board, his open disrespect and contempt for their observations and in the case of the officials of the league, his persistent offensive, insulting and abusive language to them left much to be desired; but it was the view of the Chairman that on balance the benefits of a successful mandate discharge outweighed the costs associated with his intemperate behavior. Mr. Fenwick left the Club at the end of the 2002 season.

8. Mr. Fenwick returned in 2005 at the request of the Chairman when the Club perceived a decline in standards brought about by inadequate managerial efforts. This second contract continued until he unilaterally left the employ of the Club when the funding from CLICO was interrupted in January 2009. He returned in November 2009 when CLICO provided a monthly subvention of \$200,000 and continued until that subvention was first reduced and then withdrawn in April 2011.

9. The Club has met or has agreed to meet all obligations to Mr. Fenwick:

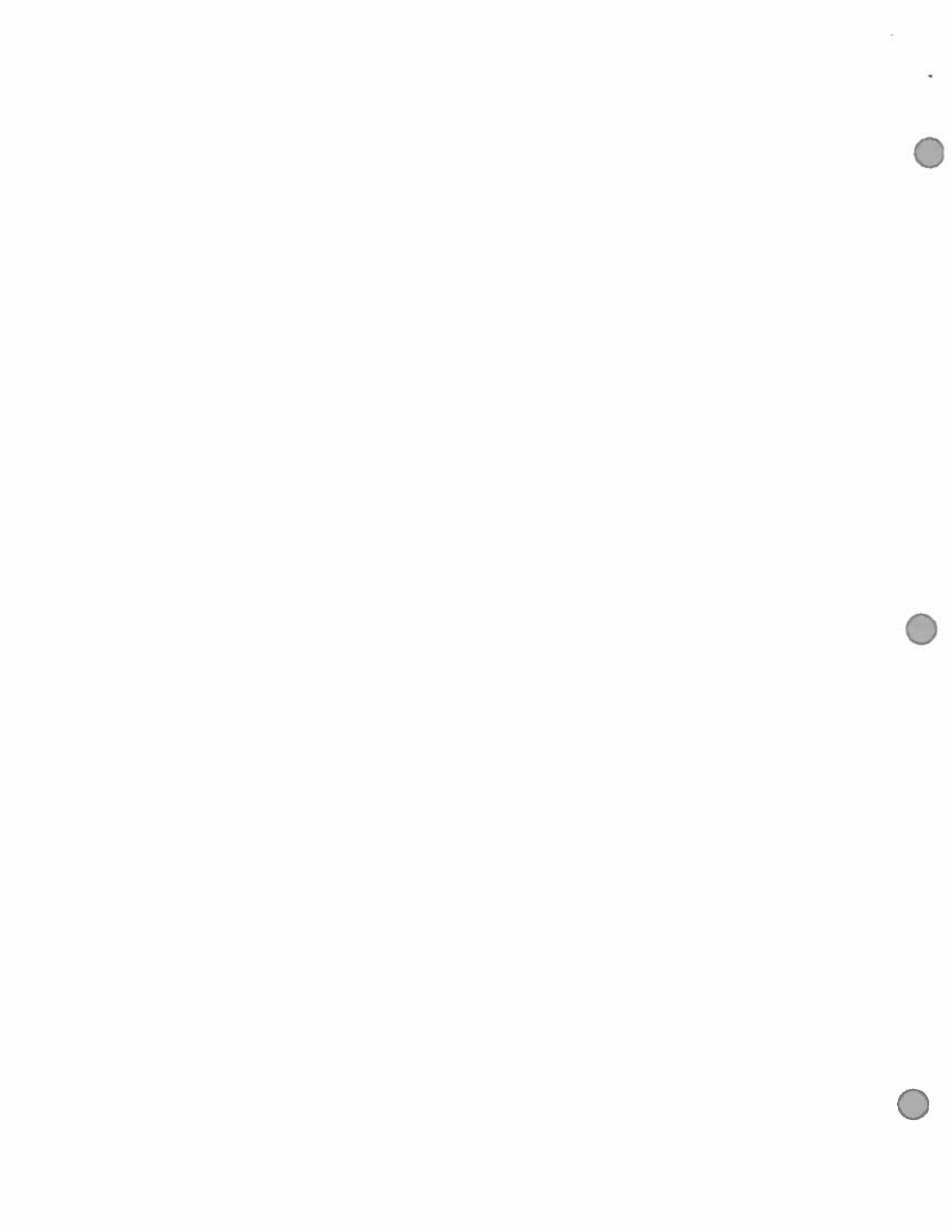
1. Mr. Fenwick was paid his full salary up until April 2011, although the CLICO funding had effectively ceased in December 2010. The payments up to December 2010 were consistent with the November 2009 Fenwick Contract; however the payments in the period January – April 2011 was based on a mutual



understanding bearing in mind that when the CLICO funding had ceased in January 2009 he left the Club unilaterally;

2. Mr. Fenwick was paid all expenses including telephone and fuel on the basis of an agreement with Mr. Wilfred Espinet, Vice Chairman and Mr. Azaad Khan, Chief Executive Officer which provided for payments of \$1,000 per month for fuel and \$1,000 per month for telephone charges. Whatever other expenditure made by Mr. Fenwick was not effected by way of contract nor by Board approval nor by Mr. Khan nor by Mr. Espinet. The \$2,000 per month was paid together with his monthly salary and he never provided any invoice for reimbursement.

3. Mr. Fenwick began a campaign of intimidating the Board of Directors with the use of persistent, insulting and abusive language from about the month of February 2011 and continuing forcing the Board to move its weekly meetings from Santa Cruz to the office of the Chairman at the Ministry of Finance and the Economy. The security at the Ministry of Finance and the Economy was also alerted to prevent his entrance given his threats to *bring everybody down* when he would seek to attend the relocated meetings. The Board decided that with the season ending in April 2011 it would be imprudent to sanction or dismiss Mr. Fenwick, which could unbalance the team and possibly bring the Club in disrepute through a public airing of the issues. The abuse continued. At a match on March 22 2011 Mr. Fenwick left the bench unattended whilst the match was in progress, verbally abused and made unprovoked threats to the Chairman in the full view of members of the public in the carpark at the Marvin Lee Stadium. It was the expectation that Mr. Fenwick might seek to engage in some violence, bearing in mind that the Club learnt that he already had two violent altercations with the Minister of Sports. Both the Chairman and his colleagues exited the carpark in a hurry. In the view of the Club, Mr. Fenwick brought the Club into disrepute and he was fined 50 percent of his salary in accordance with the FIFA disciplinary code which imposed sanctions for serious infringements, many of which were on display:
 - Using offensive, insulting and abusive language with gestures (*Section 47*);
 - Misconduct against persons other than match officials (*Section 48*);
 - Involvement in a brawl (*Section 50*);
 - Being aggressive (*Section 51*)
 - Inciting hatred and violence (*Section 53*)
 - Offensive behavior and fairplay (*Section 57*)



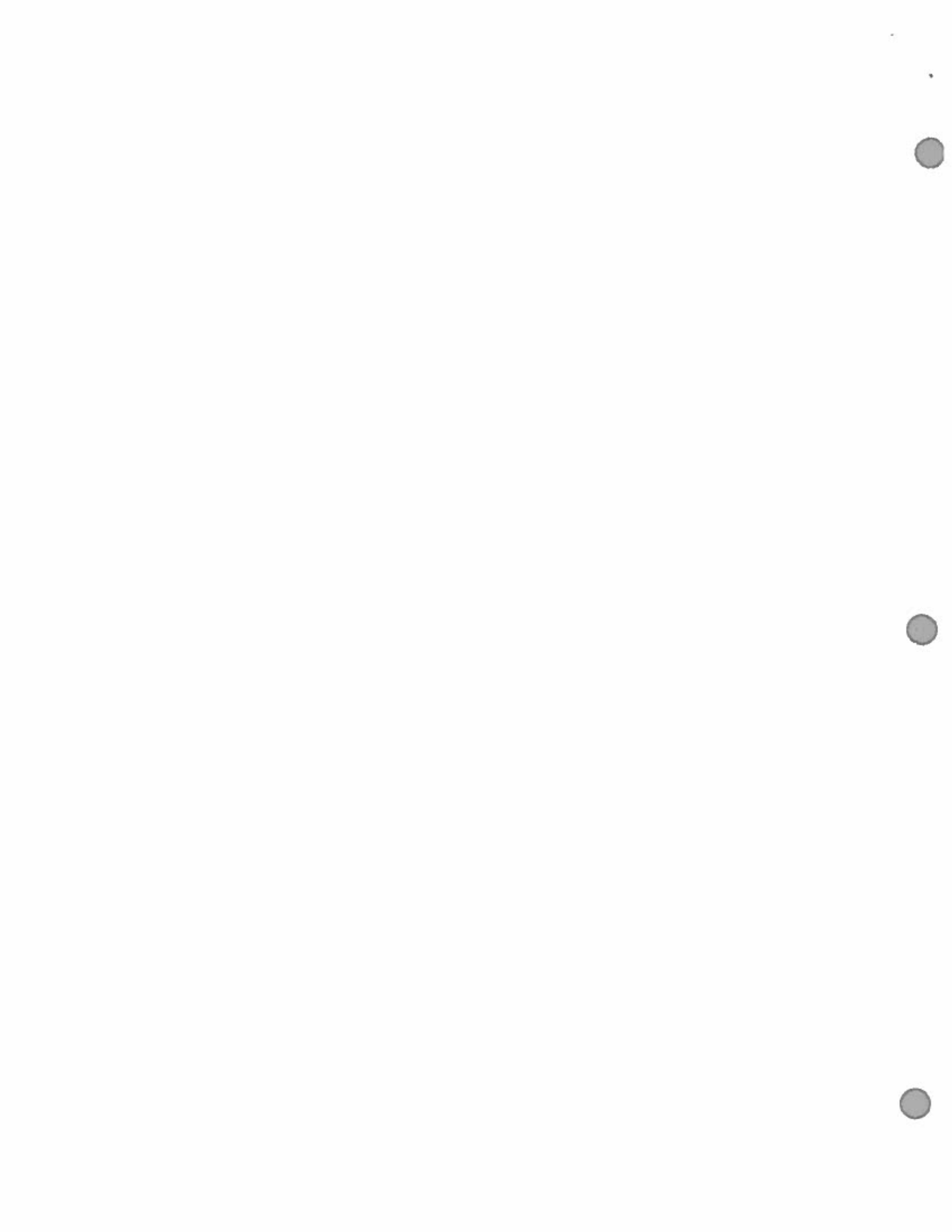
- Offending the dignity of the Chairman and his Board colleagues: Mr. Prakash Bhaggan-Vice Chairman, Mr. Azaad Khan - Chief Executive Officer, Mr. Phillip Fraser – Director and other supporters and members of the public. He did so through contemptuous, discriminatory and denigratory words and actions, during a period of 8-10 minutes (*Section 58*)

4. Mr. Fenwick was not responsible for meeting his tax liabilities given that this was the responsibility of the Club and on one occasion the tax payment of \$26, 700 was misdirected and to that end the Club acknowledges a debt of \$26,700 to Mr. Fenwick.
5. Mr. Fenwick met his vehicle insurance in the sum of \$1,398 and in that connection the Club acknowledges the payment of that sum to Mr. Fenwick.
6. Mr. Fenwick is entitled to receive prize monies which the Club would pay Mr. Fenwick when received from the Trinidad and Tobago Football Association and the TT Pro League.
7. Mr. Fenwick is not entitled to receive the 50 percent of the US\$30,000 relating to the transfer of Mr. Robert Primus, bearing in mind that despite the decision of the Club to sell Mr. Primus, Mr. Fenwick failed to effect the transaction thereby bringing the relationship with Mr. Dion Sosa, a FIFA agent and the Chairman assumed the responsibility of the negotiations and brought the matter to a financial close. In that connection, it is to be pointed out that Mr. Robert Primus left the team and Trinidad and Tobago without informing Mr. Fenwick and in a rage he dismissed Mr. Ronald Primus as an assistant coach with the team.

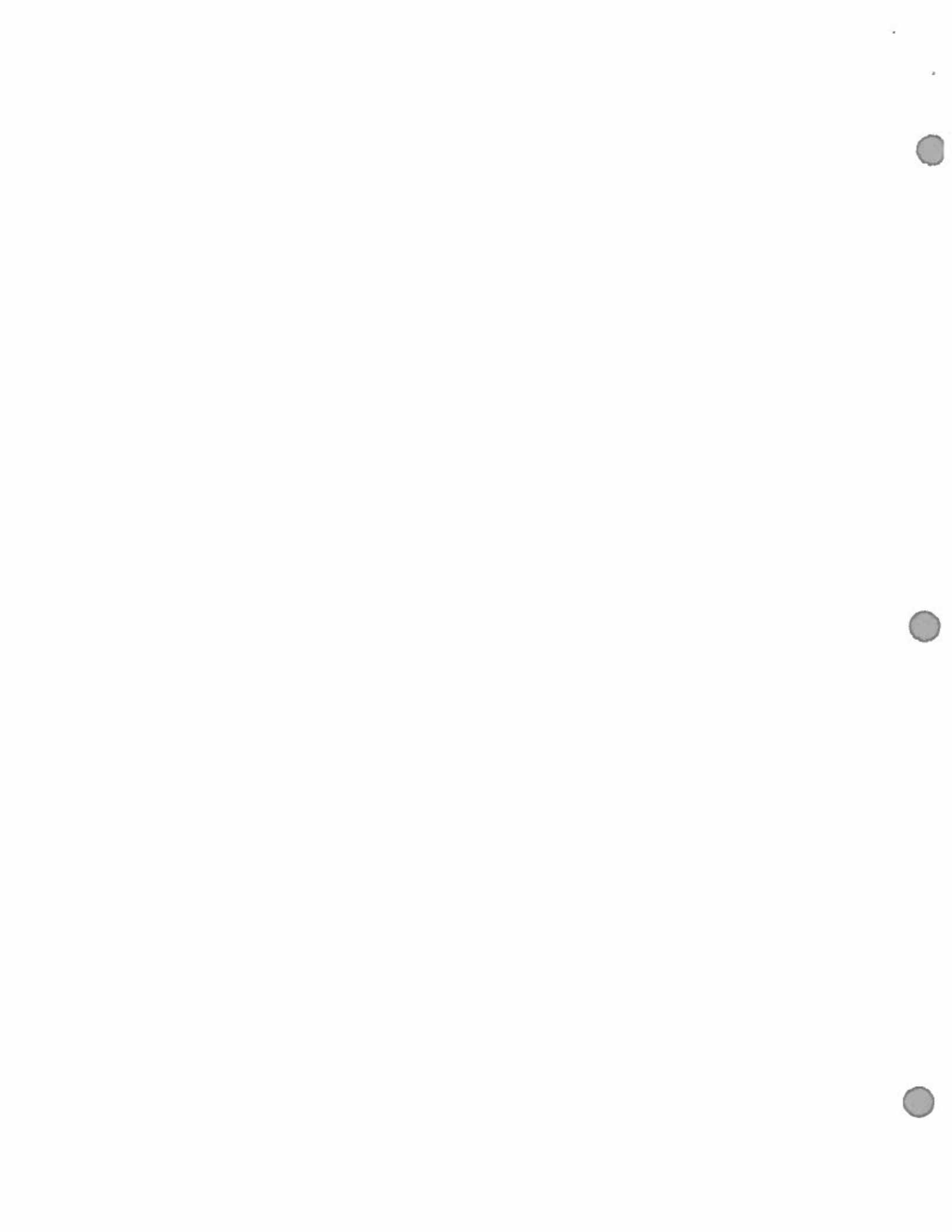
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10. The behavior of Mr. Fenwick has been unacceptable; in fact it has been outrageous. The Club has supported him throughout his professional attachment including his many dismissals from the player's enclosure and his constant abuse of officials. He has been subject to several disciplinary sanctions by the TT Pro League; that notwithstanding the Club supported his application for residency to the Ministry of National Security. The fines and sanctions on him by the League have tended to bring the Club into disrepute.

11. The Club has been pursuing a major issue pertaining to fraud and would appreciate a response from Mr. Fenwick.



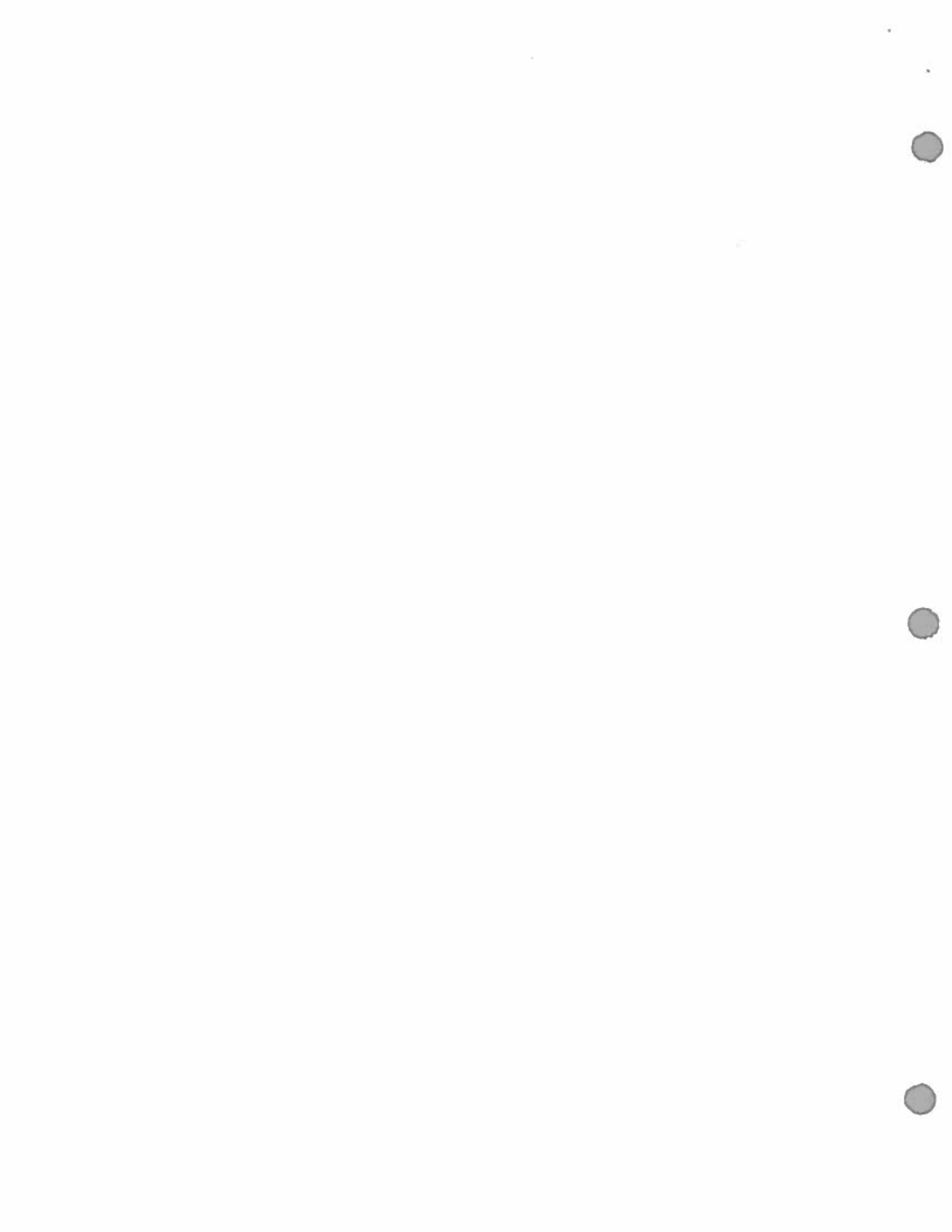
1. On or around January 2008, Mr. Fenwick engaged in discussions with Mr. Peter Miller, Director, of Magenta Corporation for the involvement of the Club in a foreign partnership programme for a period of 3 years to be sponsored by CLICO. A contract was concluded on February 23 2008 to officially put this proposal into effect and for the first year of the said contract the Club had an agreement with CELTIC Football Club in Scotland which undertook to organize international games for the senior team abroad and for the establishment of an academy for young players in Trinidad and Tobago including tours for the Club's young players.
2. The financial responsibility by the Club involved the payment of \$1,000,000 per annum from CLICO. The first cheque was issued to IT Pod Holdings Limited in the sum of \$1,000,000 and Mr. Prakash Bhaggan assisted Mr. Fenwick to deposit same into the account of IT Pod Holdings Limited. IT Pod Holdings Limited was a company formed in Trinidad and Tobago for the purpose of managing Magenta's local business on its behalf. However, the relationship with CELTIC Football Club never materialized, given the experience in Scotland when CELTIC Football Club failed to show during the senior team visit.
3. Subsequently, by oral agreement, Ashton Villa Sports Club was introduced in 2008-2009. By that time the Club had agreed that all payments by CLICO on behalf of the Club should be made directly to the Club and then, the Club will issue the relevant cheques. This was due to the fact that the Board of Directors wished to have a complete record of the cost of the operations of running a Club with a senior team, 3 youth teams, a clinic, a women's team and 2 netball teams.
4. By cheque dated January 2 2009 in the sum of \$1,000,000 CLICO provided additional funding for the period 2009 – 2010 with respect to the agreed football project. It was orally agreed that the cheque dated January 2 2009 was to be made payable to the Club but the Club understands that Mr. Fenwick proceeded to collect the cheque from CLICO and to date the Club is unaware of the whereabouts of the said cheque. Mr. Prakash Bhaggan had nothing to do with the depositing of the chequed dated January 2 2009 and moreover neither did Ashton Villa Sports Club nor Magenta Corporation perform any of the required services. Therefore the project was not completed as per contract and persons such as Mr. Earl Jean who was employed with Magenta Corporation and whose responsibility was to conduct youth clinics was not paid for his services.
5. To date CLICO cannot locate a copy of the cheque dated January 2 2009 which was rightfully supposed to be issued to the Club in the sum of \$1,000,000. Instead



the said cheque was collected by Mr. Fenwick and deposited into the account of IT Pod Holdings Limited or some such account.

6. The Club was justified in questioning the whereabouts of the cheque dated January 2 2009 and on April 26 2011, a Board meeting was held and the Board of Directors instructed that the Chief Executive Officer should enquire from Mr. Fenwick the status of the \$1,000,000 cheque dated January 2 2009. The Club also wrote to Magenta Corporation asking about the whereabouts of the cheque dated January 2 2009 and ***Magenta requested that the Club prove that it is a sports club which existed.***

12. The Club remains of the view that Mr. Fenwick conspired with others to deprive the Club of \$1,000,000; moreover both Mr. Fenwick and Magenta had not provided an account of the expenditure of \$1,000,000 which took place in 2008 when CELTIC Football Club did not meet its obligation and neither did Magenta meet its obligation with regard to the Youth teams. Mr. Fenwick is in breach of the Section 61 of the FIFA code which stipulates the imposition of sanctions on *anyone who in football-related activities forges a document, falsifies an authentic document, or uses a false or falsified document to deceive in legal relations*. Moreover he is also in breach of Section 62 which attracts sanctions for *anyone who offers promises or grants an unjustified advantage to a body of FIFA, a match official, a player or an official on behalf of himself or a third party in an attempt to incite it or him to violate the regulations of FIFA*. The Club will make a decision on whether it should seek a High Court Order for the return of the \$1,000,000.



HNIKA ALEXANDER
12/4/2015
3:20pm

List and Bundle of Authorities referred to in the Claimant's Notice of Application filed pursuant to the Order of the Honourable Madame Justice Pemberton dated the 19th March 2013.

BREACH OF CONTRACT

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THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No. CV2011- 03648

BETWEEN

TERENCE FENWICK

AND

SAN JUAN JABLOTEH SPORTS LIMITED

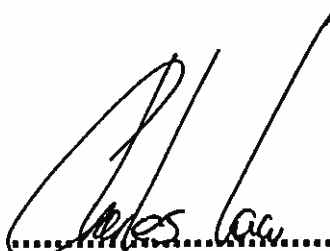
Defendant



**AUTHORITIES REFERRED TO IN THE CLAIMANT'S NOTICE OF APPLICATION
FILED PURSUANT TO THE ORDER OF THE HONOURABLE MADAME JUSTICE
PEMBERTON DATED THE 19TH MARCH 2013**

LIST OF AUTHORITIES PROVIDED

1. Phipson on Evidence 14th Ed., at 7-01 to 7-06.
2. McDonald v McKenna [2012] NICH 24 (Transcript).
3. Stroude v Beazer Homes Ltd. and others [2004] EWHC 676(Ch).
4. Cross & Tapper on Evidence 11th Ed., pp 566 -569.



DATED the 12th April 2013

CHARLES LAW
ATTORNEY-AT-LAW FOR THE CLAIMANT

TO: The Registrar
Supreme Court of Trinidad and Tobago
Hall of Justice
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AND TO: Ms. Jewel-Ann Jasmine Troja
Messrs. Ashmead Ali & Co.
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Attorney at Law for the Defendant