

+

+1(721) 542-8110



+1(721) 523-8118



n.delarosa@delarosalegal.com



Kings Of The Sea Road # 1-B, U.P.Q

Brooks & Associates

Attn.: Mr. Ashton Richardson

Miss Lalie's Commercial Center

Bush Road # 26, Unit 2.10

Sint Maarten

Philipsburg, October 5th, 2020

Reference: Melvin Mills vs. Chermina Hodge-Baptist & Stanley Baptist

Dear Mr. Richardson,

Receipt of your letter dated September 24th, 2020 is herewith confirmed. In the meantime, its content has been discussed with client and I herewith inform you as follows.

First of all, the summons directed to Mr. Stanley Baptist is intentional and herewith maintained. Your client is well of aware of the role all negotiations were conducted with him and all guarantees and warranties pertaining to the vehicle issued by him. Client maintains that Mr. Baptist bears liability in this regard.

While your client claims to be a victim of the crime committed, it may have served her interests to indicate same when approached by client, instead your client was belligerent and denied her involvement in any transaction with client. Your client was reminded by client of their discussions regarding the vehicle prior to purchase and apparently only then was she able to recall the transaction. From all accounts, your client was defensive and stated she could not recall from whom she had purchased the vehicle as it was too far in the past. She also claimed that she no longer had a bill of sale and that it may have been someone who lived on the French Side but was registered on the Dutch Side. During the negotiations of the sale, your client had however mentioned that the car was purchased on the French Side of the island.

Obviously, the (contradictory) remarks and the behavior of your client raised suspicion with client; why else would your client deny having also offered to help locate the person who had sold the vehicle to your client but your client refused, again arousing client's suspicion that something was amiss.

Client categorically denies that any threats were issued to your client. Fortunately, there were witnesses present who can attest to what transpired. The misrepresentation of facts is an obvious attempt by your client to deflect from the actual issue at hand, namely that your client and her husband are responsible for selling a stolen vehicle to my client.

In your letter your client discloses the name of the person from whom the vehicle was purchased by her. Fortunately, one detail of the seller has been revealed, unfortunately however no other details to verify or confirm the identity of the alleged responsible party and/or to locate him are disclosed. The information provided is not helpful at all.

Notwithstanding the aforementioned, in particular client's expressed interest and willingness to help locate the person who allegedly transaction with Mr. Gomez. If your client wishes to avoid liability she can do so by making a serious effort to locate Mr. Gomez and hold him accountable for his actions towards her. My client maintains that your client and her husb and are liable to him for the damages incurred by client. All rights are reserved in this regard!

Oddly, while your client denies responsibility and liability towards client in your letter, Mr. Baptist acknowledged responsibility towards client and confirmed that client shall be reimbursed by your client and him. Your client's position in your letter contradicts the previous commitment issued to client.

While your client claims she was duped, she benefited by the payment of client to her for the purchase of the vehicle. What client deems noteworthy is your client's attempt to capitalize on the situation for a second time by suggesting that a fee can be charged to client for usage of the vehicle. Client does not believe the audacity of your client. Client did not engage in any rental agreement with your client or any agreement for usage of the vehicle. The only agreement entered into with your client and her husband concerned the sale and purchase agreement of the vehicle, a vehicle client now knows was reported as stolen by its previous owner.

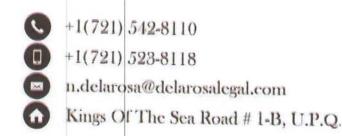
Clearly, your client is acting in bad faith. Client is convinced that he is the only victim in this situation. Client shall not be deterred in his efforts to be compensated for the unlawful actions committed against him.

Client's summons is herewith reiterated and all reservations of rights are maintained. Given your client's lack of cooperation, unwillingness to acknowledge liability towards client and to come to an extra judicial settlement, client must resort to further legal action. That is unfortunate but evidently a necessary action.

Trusting to have informed you accordingly, I remain,

Nerissa de la Rosa





Police Department of Sint Maarten
Attn.: The Chief of Police of Sint Maarten, Mr. Carl John
Philipsburg,
Sint Maarten

Philipsburg, October 19th, 2020

Reference: Car impoundment Melvin Mills

Honorable Mr. John,

On Friday, September 11th, 2020 the car of my client, Mr. Melvin Mills, was impounded by the police department during a traffic stop due to a suspicion of theft. Client cooperated with the investigation and provided all relevant documentation of the vehicle as well as the detailed information and address of the person from whom he had purchased the vehicle.

While client has been very patient and allowed the police department to conduct its investigation, client has found that after more than one month, no progress has been noted. The seller of the vehicle was not detained or questiones, as far as client has been informed and client's inquiries with the detective department are met with mixed updates on the progress of the investigation.

Client maintains that he acted in good faith when purchasing this vehicle and that it should be returned to him without further delay. Client has been without a vehicle for and continues to incur damages for each day that he is without his vehicle.

Client hereby requests a copy of the case file, which should include the official complaint of the alleged owner, the name of the insurance provider of the alleged owner and other relevant findings of the detectives.

Client intends to pursue a civil suit for the inconveniences and damages incurred thus far and the information requested shall be used for that prupose.

In so far, the delay in a resolution is due to the inaction of the detective department or any other authority, client reserves the right to hold you liable for the damages incurred.

For the sake of completeness, the Prosecutor's Office is also included in this communication.

Your cooperation in providing the requested information and a case update is anticipated and highly appreciated, I remain,

Respectfully Yours,

Nerissa de la Rosa, LL.M.

Cc.: The Prosecutor's Office of Sint Maarten



BROOKS & ASSOCIATES

Miss Lalie's Commercial Center Bush Road #26, Unit 2.10 P.O. Box 1108 Philipsburg

Philipsburg St. Maarten

Tel: +(1-721-) 5433006 Fax: +(1-721-) 5433007

Email: info@brookslegalsxm.com Website: www.brookslegalsxm.com

COCI: 17319

De La Rosa Firm

Attn. Mrs. Nerissa de la Rosa

King of the Sea Road #1 B Sucker Garden St. Maarten EMAIL: n.delarosa@delarosalegal.com

Reference: Chermina Hodge-Baptist vs Melvin Mills

Philipsburg, September 24, 2020

Dear Colleague,

We are representing Mrs. Chermina Hodge-Baptist, hereinafter referred to as "client", who presented us with your letter of September 17, 2020 for handling. On behalf of client you are hereby informed as follows.

In your letter of summons, jointly addressed to my client and her husband, Mr. Stanley Baptist you informed them that your client purchased a vehicle from my client and her husband, which is categorically denied herewith. Client herewith informs you that she entered into a sale and purchase agreement with your client for the Kia Picanto referenced in your letter for a purchase price of US \$5,500.00, which was paid by your client to our client in full.

A simple review of the sale and purchase agreement would provide you with the date of the transaction, the sale and purchase price along with the contracting parties, which did not include Mr. Stanley Baptist and definitely not the price you made reference to, albeit that you use the term "value"

Evidently, in this case your client was not the only victim of a crime committed as our client initially purchased the vehicle out of good faith from a Mr. Carl Gomez without knowing or having any type of indication that the vehicle was stolen. In fact, there were absolutely no signs on the vehicle that the vehicle was stolen. I am sure same reasoning can be applied by your client who evidently also purchased a stolen vehicle without having any

knowledge or indication that the vehicle was or could have been stolen or else I am sure he would not have engaged in the transaction.

Your client approached our client on several occasions and visited our client at her home and made several threats which were not taken very lightly. I am sure that you are aware that the police were called to the scene and explained to your client that both parties were evidently victims of a crime and that your client should refrain from contacting our client.

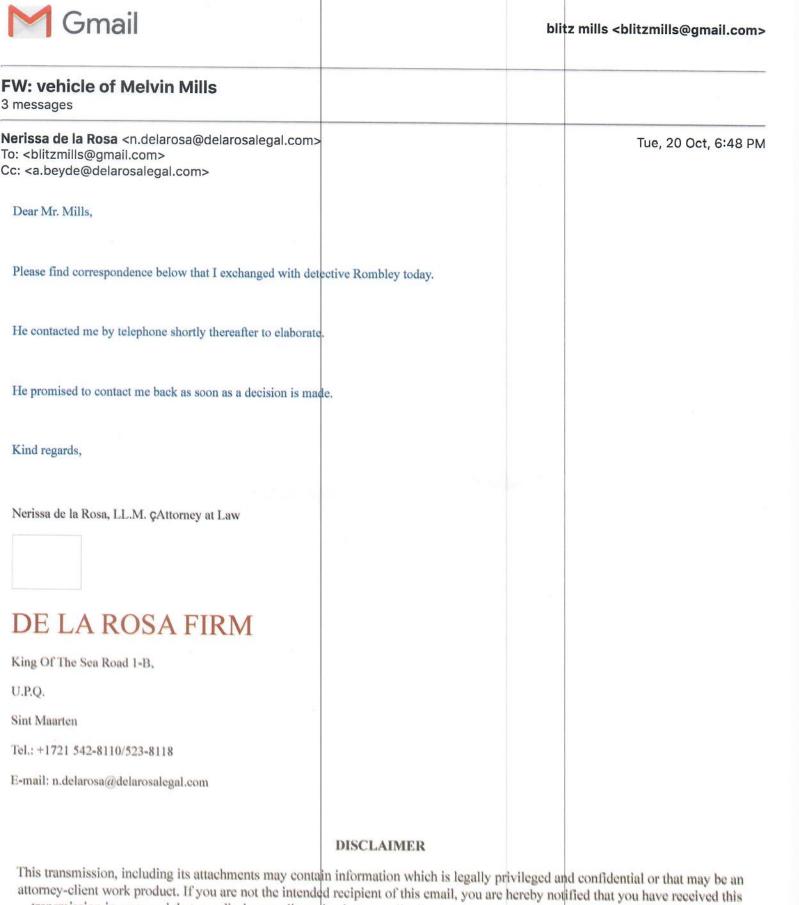
In your letter of summons you seem to depart from the premise that our client is liable for damages suffered as a result of "the developments". You stated that your client should receive a reimbursement of US \$40,00 daily for transportation and you further claimed a price for accessories and legal fees.

As client denies liability in this case, she will not comply with your summonses issued in the letter mentioned afore. Same as your client was duped, same has been the case where our client is concerned. Your client seems now quick to launch accusations against our client and present calculation of amounts without any type of substantiation as to how he derived at the amounts that are being claimed. Same as your client can claim a daily fee for transportation, same can be done on our client's part as your client made use of the vehicle for quite some time and application of a similar calculation for the period that he made use of the vehicle and enjoyed the use thereof, would result in a claim for our client's for a significantly larger amount than any alleged claim that has been presented.

Trusting to have informed you adequately, I remain.

Sincerely,

Ashton Richardson Legal Consultant



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From: n.delarosa@delarosalegal.com [mailto:n.delarosalegal.com] [mailto:n.	osa@delarosalegal.com]
Dear Mr. Rombley,	
Your swift response to my letter of yesterday, October 19 th	, 2020 is highly appreciated.
and had stolen and had	vided the detectives with the identity and contact information of the seller of the no reason to assume this was the case as the vehicle and all documentation appeared to client. Client believes the civil law protects his position under these circumstances.
since the service opinion that this information sn	f the vehicle did not have insurance and was not already compensated for the loss of ould be verified and should form part of your investigation, otherwise it would mean an extent way above the value of his alleged loss. As mentioned client had made an increased value.
I look forward to hearing from you regarding the ultimate d	lecision of the Prosecutor.
Kind regards,	
Nerissa de la Rosa, LL.M. ÇAttorney at Law	
DE LA ROSA FIRM	
King Of The Sea Road 1-B,	
U.P.Q.	
Sint Maarten	
Tel.: +1721 542-8110/523-8118	
E-mail: n.delarosa@delarosalegal.com	
	DISCLAIMER:

This transmission, including its attachments may contain information which is legally privileged and confidential or that may be an

attorney-client work product. If you are not the intended recipient of this email, you are hereby notified that you have received this attachments thereto, is strictly prohibited. If you have received this transmission in error, please notify me by email or telephone and permanently delete the original and any email and printout thereof.	d
From: Rombley, Liando [mailto:liando.rombley@policesxm.sx] Sent: Tuesday, October 20, 2020 11:51 AM To: n.delarosa@delarosalegal.com Subject: vehicle of Melvin Mills	
Good morning Ms. De La Rosa.	
In reference to a letter sent to the police management, dated the 19th of October 2020, concerning the vehicle of Mr.	
The vehicle in question was indeed confiscated on the 11th of September 2020. Reason for the confiscation is that the vehicle Identify number (vin) has been modified. When the police placed a vin-reader on the vehicle the original (authentic) authorities we managed to contact the original owner of the vehicle. Because of the language barrier there were some difficulties communicating with him. He brought one part of the documentation and was to bring in the remaining.	
We will let the prosecutor make a decision as to who this vehicle will go back to.	
We have dozens of similar cases. The car theft situation on Sint Maarten is rampend and I have to mention that a large majority of these persons are fully aware of what they are engaging in.	
I will keep you informed.	
Regards;	
Inspector of Police L.R. Rombley	
Team Leader Section Special Unit Robberies,	
Detective Department, Philipsburg Sint Maarten	
Tel: 1721-5422222 ext. 216	
1721-5878765 (mobile)	



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n.delarosa@delarosalegal.com

Kings Of The Sea Road # 1-B, U.P.Q

Mrs. Charmina Judianne Abigail Hodge-Baptiste & Mr. Stanley Baptiste

Gold Finger Cactus Drive #11 Sucker Garden Sint Maarten

Philipsburg, September 17th, 2020

Reference: Letter of summons reimbursement Melvin S. Mills for KIA PICANTO

Dear Mr. and Mrs. Baptiste,

Please be informed that I have been retained by Mr. Melvin Mills, further herein referred to as 'Client', to represent his interests and address you regarding the following.

On August 6th, 2018 client purchased a 2018 KIA PICANTO Sedan with VIN number KNAB3512BJT330303 from you. The vehicle was valued at US\$ 9,700 at the time of purchase; however, client has accessorized the car since purchase, which has most definitely increased its value.

The conditions of the sale and purchase are laid out by agreement dated August 6th, 2018 signed by client and Mrs. Baptiste.

In said agreement you explicitly warrant that you are the legal owner of the vehicle and authorized to sell and deliver same to client. A warranty also expressed to client verbally repeatedly throughout the negotiations of the purchase.

On Friday, September 11th, 2020, client's girlfriend was stopped by the police for during a control. Following the control, the car was confiscated by the police and labeled as stolen.

Client and his girlfriend, Ms. Sharmila Parsaram were not only inconvenienced but embarrassed by the events and the suspicion of theft/fencing affecting their reputation.

Additionally, the response of Mrs. Baptiste on September 14th, 2020 whereby an attempt was made to distance herself from the vehicle and the developments was truly disappointing.

Client approached Mr. Baptiste on September 15th, 2020 who accepted responsibility and indicated that he would resolve the matter at the police station. Mr. Baptiste has actual been the contact person with whom the negotiations for the purchase were conducted.



Government of Sint Maarten - Receiver's Office

Receipt - Kwitantie

-Siptnr:

3027791

Name:

MILLS & PARASARAM

MELVIN & SHARMILA

Address:

COCOPLUM ROAD # 17-C ST. PETER\$

Amount:

287.50

Naf

ID: 989147927

Date printed: 03/04/2020

Date paid:

03/04/2020

Cashier:

spy002

Vehicle Identification

Vehicle Type:

Vehicle Number:

9601

Maker: Year:

KIA

2018

Engine:

KNAB3512BJT330303

Category: STANDARD

Model:

PICANTO

Color:

SILVER

Fueltype: B

PAYMENT ITEMS		D :- d		Article / Reference	Amount (Naf)
Amo Description	Year	Period			275.00
Vehicle Tax	2020	13	M	9601 (Tax)	12.50
Vehicle Tax	2020	13	M	9601 (Plate)	12.00

PAYMENT METHODS

NT IP GOPL

PAYMENT METHOD	os		NI selene	Currency	Amount
	Bank / Credit invoice /	Note	Number	Currency	
Method	Barik / Great invest			US\$	162.43
Cash		-	- INDE	,	

(The Island Receiver)

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eeived from: MELVIN .	ten Neth. Ant.	MILA PARSARAM	Inspe	ection Date:August 30, 2019
	1			Transfer : Naf 19.80
MAKE OF VEHIC	CLE YEAR	□ VIN	☐ TYPE	☐ COLOR
KIA	2018 ,	KNAB3512BJT3303 03	PICANTO	SILVER
rid:53,271	SARAM	1D 98	Date (Nr:235,415
van tijdelijke afkeurin norn	g c.v. joint	ERS		Print Date:August 30, 2019 11:03:23 am
wiper mirror side mirror seat body/rust gastankcap exhaust/smoking ires eattery clamps nit	rubber on ped brakes I-v r-v brakes I-a r-a handbrake steering signallight headlight rearlight stoplight numberlight windshield	M M Y T V M M	Make: KIA Model: PICANTO Year: 2018 Yype: B YIN: KNAB3 Notor Nbr: Nax pers: 5.00 Nax Weight: 2 Oach color: SILVER Oof color: SILVER	ALEXANDRICAL CONTROL MAINTAIN CONTROL OF THE PARTY.

WORKING ORDER; Any warranty as to the condition or working order of the motor vehicle is expressly disclaimed by the seller.

MANUFACTURER'S WARRANTY: Any disclaimer of warranties by the seller in this bill of sale will not in any way affect the terms of any applicable warranties from the manufacturer of the motor vehicle.

LIABILITIES: The seller does assume, nor does the seller authorise any other person on the behalf of the seller to assume, any liability in connection with the sale or vehicle.

INSPECTION: The purchaser accepts the motor vehicle in its existing condition given that the purchaser has either inspected the motor vehicle or was given the opportunity to inspect the motor vehicle but chose to not inspect it.

This Bill of Sale will be constructed in accordance with and governed by the laws of the territory of Saint Maarten,

I Chermina Judianne Abigail Hodge-Baptiste (the seller) state and declare that all information provided are correct and without discrepancies.

SIGNED, SEALED AND DELIVERED

this 6th August, 2018

Charmina Judianne Abigail Hodge-Baptiste/ (seller)



SCHEDULE attaching to and forming part of the Policy

Policyholder:

Mr Melvin Sheldon Mills and Ms Sharmila Parsaram

Address:

Cocoplum Drive #17C

St. Peters Philipsburg St. Maarten

Policy Number:

SMPMOT00135032

Period of Insurance:

28 August 2019 To 27 August 2020

You should read this schedule in conjunction with your policy booklet. Keep it in a safe place but not in your vehicle

Registration #: M-0000	Engine Capacity (CC): 1086	Policy Sections in Effect: 3
Engine #: Unknown	Chassis #: KNAB3512BJT330303	Vin #: KNAB3512BJT330303
Year / Make / Model: 2018	KIA PICANTO	Market Value Not to exceed: US\$9,700.00

Cover Type	- Private Car	- Third Party Only	
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Policy Limits:

Liability to other persons Section 3:

In respect of death or of bodily injury to anyone person

Limit US\$50,000.00

In respect of a series of death or bodily injury claims arising out Limit US\$50,000.00

In respect of any one property damage claim for any one person

Limit US\$50,000.00

In respect of a series of property damage claims arising out of

Limit US\$50,000.00

one event

Deductible:

The Company shall not be liable for the first amount shown below for each and every claim

Liability to other persons

In respect of death or of bodily injury to anyone person US\$ 0.00 In respect of a series of death or bodily injury claims arising out US\$ 0.00

of one event

In respect of any one property damage claim for any one person US\$ 0.00 US\$ 0.00 In respect of a series of property damage claims arising out of

one event

Authorised Drivers:

As specified in your current Certificate of Motor Insurance

Limitations to use:

As specified in your current Certificate of Motor Insurance

Geographical Area:

Sint Maarten

Legislation:

Tax:

"L.A.M." (State Ordinance on Liability Insurances for Motor Vehicles)

Total Premium:

US\$

250.00

Ernest Letby

US\$

17.22

Total Premium:

US\$

267.22

lie Commercial Center Bush Rd 26 Unit 1.7

Cul -de-Sac Managing Director Maarten D.W.I.

A Signed C Tel: 1.721.5455860

NSURANCE CO. LTD www.caribbeanaffance.28 August 2019 tomorrow.secured. Cr.# 435.165.504 Ch.# 17984



Certificate of Motor Insurance

"L.A.M." (State Ordinance on Liability Insurances for Motor Vehicles)

Policy No. SMPMOT00135032

1. Index and registration number of the vehicle

M-0000

Vin #: KNAB3512BJT330303 Chassis #: KNAB3512BJT330303

Engine #: Unknown 2018 KIA PICANTO

2. Name of Policyholder

3. Date of commencement of insurance

4. Date of expiry of insurance

5. Person or classes of persons entitled to drive

Mr Melvin Sheldon Mills and Ms Sharmila Parsaram

28 August 2019

27 August 2020

The Policyholder and any person

The Policyholder may also drive a motor car not belonging to or hired (under a hire purchase agreement or otherwise) to him or his employer or partner

Provided, that the person driving holds a license to drive the vehicle (or has held and is not disqualified for holding or obtaining such a license) and is driving on the Policyholder's order or with his permission. The term 'license' means a license or other permit required by the licensing or other laws or regulations.

6. Limitations as to use*

Social domestic and pleasure The Policyholders own business

but subject to exclusions

Speed testing, pace-making or competitive driving Use for hire or reward

The carriage of passengers for hire or reward

Limitations rendered inoperative by "L.A.M." (State Ordinance on Liability Insurances for Motor Vehicles) are not to be included under this heading.

I/We hereby certify that the Policy to which this Certificate relates is issued in accordance with the provisions of "L.A.M." (State Ordinance on Liability Insurances for Motor Vehicles).

CAPIRE Letby St. Maarten D.W.I.
AL IMANASING Director: 1.721.5455860

NSURANCE CO. LTD www.caribbeanalliance.com tomorrow.secured. Cr.# 435.165.504 Ch.# 17984

Printed - 28 August 2019 1:41:00 PM



Government of Sint Maarten - Receiver's Office

ID: 445356431

Date printed: 08/30/2019

08/30/2019

receln

Date paid:

Cashier:

Receipt - Kwitantie

Receiptnr: 2940034

Name: MILLS

MELVIN SHELDON

Address:

CHERRYNUT ROAD 7 B ST. PETERS Amount: 5.00

Naf

PAYMENT ITEMS Description Year Period Article / Reference Zegelbelasting Amount (Naf) 1X5 / BILL OF SALE PAYMENT METHODS 5.00

Method Bank / Credit invoice / Note Cash Number Currency Amount US\$ 2.82

The Island Receiver



St. Maarten 235,415 For: MOTOR VEHICLE INSPECTION ST. MAARTI M-9601 Type PICANTO Year Model 2018 Motor Nr. KNAB3512BJT330303 Type _ Max. Weight MELVIN . S. MILLS & SHARMILA PARSARAM Seats_ Address: ___ COCOPLUM ROAD #17 C, ST. PETERS Period of Validity: Expires On People are obliged by changing of owner and be alteration in the details of the vehicle 06-Mar-2021 ment to be done by the inspection exper Approved The Expert then on behalf of the motor vehicle the indebted receipt amount for the insular receiver to be notified of this. inspection proof in proof whereof enclosed stamp is placed.

Motor Vehicle Bill Of Sale

In consideration of Melvin Mills & Sharmila Parsaram of #189A Sucker Garden Road, SXM (the purchaser) providing \$9700,00 USD, including all sales taxes (the purchaser price), the receipt and sufficiency of which consideration is hereby acknowledged to Chermina Judianne Abigail Hodge-Baptiste(the seller) of Gold Finger Cactus Drive #11, the seller sold and delivered the motor vehicle to the purchaser.

PURCHASE PRICE: The purchaser paid the purchase price to the seller by cash.

MOTOR VEHICLE: The seller sold and delivered to the purchaser the following motor vehicle (the motor vehicle):

Make: KIA

Model: PICANTO

• Year: 2018

Body Type: Sedan 4 Seater

VIN: KNAB3512BJT330303

Odometer Reading: 15,563 kilometres

WARRANTIES: The seller warrants that the motor vehicle is free of any items and encumbrances and that the seller is the legal owner the motor vehicle. The seller also warrants that the seller has the full right and authority to sell and deliver the motor vehicle and that the seller will defend the title of the motor vehicle against any and all claims and demands.

AS IS CONDITION: The purchaser acknowledges that the motor vehicle is sold as is. The seller expressly disclaim any implied warranty as to fitness for a particular purpose and any implied warranty as to merchantability, The seller expressly disclaims any expressed or other implied warranties.

WORKING ORDER; Any warranty as to the condition or working order of the motor vehicle is expressly disclaimed by the seller.

MANUFACTURER'S WARRANTY: Any disclaimer of warranties by the seller in this bill of sale will not in any way affect the terms of any applicable warranties from the manufacturer of the motor vehicle.

LIABILITIES: The seller does assume, nor does the seller authorise any other person on the behalf of the seller to assume, any liability in connection with the sale or delivery of the motor vehicle.

INSPECTION: The purchaser accepts the motor vehicle in its existing condition given that the purchaser has either inspected the motor vehicle or was given the opportunity to inspect the motor vehicle but chose to not inspect it.

This Bill of Sale will be constructed in accordance with and governed by the laws of the territory of Saint Maarten,

I Chermina Judianne Abigail Hodge-Baptiste (the seller) state and declare that all information provided are correct and without discrepancies.

SIGNED, SEALED AND DELIVERED

this 6th August, 2018

Charmina Judianne Abigail Hodge-Baptiste/ (seller)

Melvin Mills & Sharmila Parsaram (purchaser)