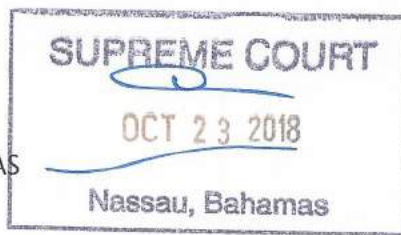


COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT
COMMON LAW AND EQUITY SIDE
BETWEEN



2018/CLE/gen/No. 01240

YURI STAROSTENKO

First Plaintiff

IRINA TSAREVA-STAROSTENKO

Second Plaintiff

AND

UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION)

First Defendant

DELANEY PARTNERS

Second Defendant

MOVING UP PLACES

Third Defendant

MIQUEL KNOWLES

Fourth Defendant

WILLIAM KNOWLES

Fifth Defendant

WRIT OF SUMMONS

ELIZABETH THE SECOND, by the Grace of God, Queen of the Commonwealth of The Bahamas and of Her other Realms and Territories Queen, Head of the Commonwealth of The Bahamas, Defender of the Faith,

To: UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION), the First Defendant

Lennox Paton, Chambers, 3 Bayside Executive Park,
West Bay Street & Blake Road, New Providence, The Bahamas
Attorneys for the First Defendant

To: DELANEY PARTNERS, the Second Defendant

John K.F. Delaney, Villa Nequa, Royal Palm Way, Lyford Cay,
P.O. Box CB-12168, Nassau, The Bahamas
Registered Agent of the Second Defendant

To: MOVING UP PLACES, the Third Defendant, MIQUEL KNOWLES, the Fourth Defendant and WILLIAM KNOWLES, the Fifth Defendant

Miquel Knowles, 19 Olga Avenue, Stanleyville Subdivision,
P.O. Box CB-111575, Nassau, The Bahamas, Phone #3613872
Registered Agent of the Third Defendant

WE COMMAND YOU that within fourteen (14) days after service of this Writ on you inclusive of the day of such service, do cause an appearance to be entered for you in an action at the suit of: YURI

STAROSTENKO and IRINA TSAREVA-STAROSTENKO of Western district of the Island of New Providence, one of the Islands of the Commonwealth of The Bahamas;

AND TAKE NOTICE that in default of your doing so the Plaintiffs may proceed therein and judgment may be given in your absence.

WITNESS Her Ladyship the Honourable Justice Mrs. Vera Watkins, Acting Chief Justice of the Supreme Court of the Commonwealth of The Bahamas this 9th day of October, A.D., 2018.

REGISTRAR

This Writ:

- is issued by the Court at the request of the Plaintiffs on the date entered on it;
- is indorsed with the Statement of Claim;
- is a part of the statement of case and it is considered further in that context; and
- is to be served within twelve (12) calendar months from the date thereof, or, if renewed, within six calendar months from the date of the renewal, including the day of such date, and not afterwards.

DIRECTIONS FOR DEFENDING THE CLAIM

NOTE—

If each of the Defendants enters appearances and wish to defend all or part of the claim herein, he must file with the Court and serve on the Plaintiffs a defence, which satisfy the requirements for defending the claim set out in the Rules of the Supreme Court of the Commonwealth of The Bahamas, within fourteen (14) days after the date of service of this Writ, unless such time is extended by the Court.

FURTHER NOTE—

If a defence or an admission (or an admission and a defence if the relevant Defendant admits a part of the claims) is not filed and served, or if a defence is a general denial or does not satisfy the requirements for defending the claim set out in the Rules of the Supreme Court of the Commonwealth of The Bahamas, the Plaintiffs may declare that their claims against the Defendant:

- are undisputed by the relevant Defendant; or
- are not disputed in good faith by that Defendant; or
- are not genuinely disputed by that Defendant on some substantial ground;

and after the expiration of the period fixed by or under these Rules for service of the defence, may enter an interlocutory judgment against that Defendant for unliquidated damages to be assessed and costs.

INDORSEMENT AS TO CAPACITY

This Writ is indorsed with a statement of the capacity—

- (a) each of the Plaintiffs sues in person;
- (b) the First and Third Defendant are sued in a representative capacity; and
- (c) the other Defendants are sued either in person or in a representative capacity.

INDORSEMENT AS TO PLACE WHERE CAUSE OF ACTION AROSE

This writ is indorsed with a statement to the effect that it to be issued out of the Civil Registry of the Office of the Judiciary in the city of Nassau and any cause of action in respect of which relief is claimed by the Writ wholly or in part arose in that city in the Island of New Providence, one of the Islands of the Commonwealth of The Bahamas.

INDORSEMENT AS TO ADDRESS FOR SERVICE

This Writ was issued by Yuri Starostenko acting in person on behalf of the First and Second Plaintiffs whom addresses for service are:

- By email: irastaro@gmail.com (subject to confirmation);
- By hand: Suite 202, Priderock Corporate Centre, 11 East & Bay Streets, Nassau, New Providence, the Commonwealth of The Bahamas.

INDORSEMENT OF CLAIM

This writ is indorsed with a Statement of Claim for the reliefs or remedies in the action begun thereby —

**STATEMENT OF CLAIM
FOR WRONGFUL INTERFERENCE WITH CHATTELS;
FOR RELEASE OR DELIVERY UP OF CHATTELS OR THEIR VALUE**

OVERVIEW

This Statement of Claim is filed for the identification of documents, the issues, values of the claims and the extent of the dispute between the Parties in order to ensure that statement of the facts, matters, circumstances and points of law on which the Plaintiffs rely is complete, and in order to avoid that the Defendants are taken by surprise by the particulars of any claims and reliefs sought at trial and interim remedies before the trial of claims.

This Statement of Claim is a part of statement of the case containing only facts known to all the Parties and necessary for the purpose of formulating a cause of action and for decisions in this case, and it will be considered further in that context.

This Statement of Claim makes clear the general nature of the case of the Plaintiffs, and together with copies of their witness statements, will make the detail of the nature of the case which the Defendant will be aware of and has to meet obvious.

This Statement of Claim:

- discloses causes of action or questions fit to be tried or decided without trial which arise from the same set of facts and circumstances but are supported by different rules of law and constitute independent claims against the Defendant for damages, reliefs or remedies, whether it be a question of law or equity or fact or mixed law and fact;
- contains all material facts necessary for formulating complete causes of action;
- specifically states the reliefs or remedies claimed, having all allegations particularized;
- specifically states the reliefs or remedies by way of restitution or payments by the Defendants the whole amount of loss, damages, wasted expenditure and an unjust enrichment, along with any money declared to be repayable and any indemnity granted by way of ancillary relief in this proceedings brought upon or in relation to or in connection with the herein stated together with interest, costs and such further or other relief which the Court considers just and equitable.

The Court may grant any remedy to which the Plaintiffs are entitled even if that remedy is not specified in this Statement of Claim.

PARTICULARS OF PARTIES

1. The First and Second Plaintiffs, Yuri Starostenko and Irina Tsareva-Starostenko (hereinafter referred to as the "Plaintiffs") are husband and wife, who are, from January 2008, occupiers and tenants, within the meaning of the Conveyancing and Law of Property Act, of the property in Lyford Cay community that which includes the land and the premises known as Jazz House, 5 Clifton Bay Drive, New Providence, The Bahamas (hereinafter referred to as "Jazz House", the "property") tenanted to them under a tenancy, which granted a term of years for their joint lives and the life of the survivor and the exclusive possession, management, and control, which enabled them to exclude strangers.
2. The First Defendant, UBS (Bahamas) Ltd (In Voluntary Liquidation) (hereinafter referred to as "UBS") against whom the Plaintiffs made allegations of fraud, malfeasance and criminal behaviour, fraudulent or wrongful trading and that UBS was operating illegally, in several legal proceedings in the Civil Division of the Supreme Court and the Court of Appeal in The Bahamas.
3. UBS is a party who, on 27th February 2018, unlawfully evicted the Plaintiffs from their property and thereafter wrongfully dealt with the chattels of the Plaintiffs.
4. The Second Defendant, (hereinafter referred to as "Delaney Partners"), was at all material times, and more particularly from 27th April 2018 to the date of issue of this Writ, a partnership of attorneys, the firm, who is very active in conveyancing transactions in Lyford Cay, one of the partners in which is Mr. John Delaney, who is ex-Attorney General of the Commonwealth of The Bahamas, and, since 1st April 2015, is a Joint voluntary liquidator of UBS residing in a house in Lyford Cay known as Villa Nequa at Royal Palm Way.
5. Delaney Partners, at all material times, and more particularly from at least 5th May 2018, was a client of the Third Defendant, to whom the latter intended to provide or had provided removal services in the course of carrying on its usual business.
6. The Third Defendant, Moving UP Places, trading under name "Moving U Places" (hereinafter referred to as "Moving U Places"), was at all material times, and more particularly from 5th May 2018 to the

date of issue of this Writ, a company incorporated in The Bahamas specialised in providing of removal services.

7. The Fifth and Fourth Defendants, William and Miquel Knowles, are husband and wife, who jointly run a removal and storage business in Nassau, New Providence, The Bahamas.
8. The Fourth Defendant, Miquel Knowles, (hereinafter referred to as the "Mrs. Knowles"), was at all material times, and more particularly from 5th May 2018 to the date of issue of this Writ, the proprietor of Moving U Places.
9. The Fifth Defendant, William Knowles, (hereinafter referred to as the "Mr. Knowles"), was at all material times, and more particularly from 5th May 2018 to the date of issue of this Writ, a partner in Moving U Places; and he is also a high-ranking member of The Royal Bahamas Police Force serving in the IT Department of the Police in Nassau, New Providence, The Bahamas.

PARTICULARS OF CHATELS

10. Books, sport and leisure equipment, golf carts, furnishings, furniture and other household effects, personal chattels purchased by the Plaintiffs, having been entitled to possession of the same, and other items which were in custody of the Plaintiffs, which all were kept by the Plaintiffs in the property on the day of 27th February 2018 (hereinafter collectively referred to as the "chattels").
11. The property is in dispute between the Plaintiffs and UBS in civil proceedings concerning a commercial loan secured on immovable property, where possessory rights of UBS were created through the exercise of the summary judgment jurisdiction which is not designed or appropriately used to conduct a mini-trial in factually complex cases; and for that reasons the judicial decision was appealed and permission to appeal was granted by the same judge who made the original decision.
12. Since 2008, the Plaintiffs made improvements to the property by means of their investment, including investment in the furnishings and furniture.
13. The chattels are movable personal property of the Plaintiffs to whom the chattels belong.
14. The chattels are movable property which is not in dispute.
15. On 27th February 2018, the chattels were wrongfully seized by UBS.
16. On or about 5th May 2018, the chattels were wrongfully removed from the property and since then are wrongfully detained from the Plaintiffs.
17. The chattels were, until 27th February 2018, in the Plaintiffs' possession, and, from 27th February 2018 to 5th May 2018, the chattels were in control of UBS, and, from 5th May 2018 to the date of issue of this Writ, remains in control of Moving U Places or Mrs. Knowles or Mr. Knowles.

BRIEF DETAILS OF CLAIM

18. The Plaintiffs' Claim No.2 is for release the delivery up where 'to deliver' defined as meaning 'to release' of the chattels or \$50,000 their value and damages consequent upon the wrongful interference with these chattels by their detention.
19. Cumulatively, the Plaintiffs' Claim No.2 is for damages for damage caused to and the loss of any items of the chattels whilst in the care and custody of the Third, Fourth and Fifth Defendants, if any

of the said items will be released or surviving in a damaged state or being lost in the sense of vanished, gone, disappeared, destroyed.

20. Alternatively, the delivery up of the chattels and/or damages.

VALUE

21. The Claimant expects to recover \$55,000.
22. This statement of value does not limit the power of the Court to give judgment for the amount which it finds the Plaintiffs are entitled to.

PARTICULARS OF CLAIM

23. The Plaintiffs are and were at all material times the owners of the chattels.
24. On 27th February 2018, a bailiff wrongfully instructed by UBS to conduct certain acts against the Plaintiffs forcibly entered the property to execute a writ of possession and forcibly removed the Plaintiffs with their six children from the property in acts of an unlawful execution and unlawful violation of their rights caused by an unjustifiable intrusion.
25. Thereafter that unlawful execution, UBS without any authority from the Plaintiffs or any authority to dispose of the chattels, imposed conditions precedent for collection by the Plaintiffs of their personal belongings and that of their children, and the conditions were upsetting and unacceptable and anyone could find them all 'absolutely vile' for reasons of the non-existence of any valid enduring power to do so and malice or spite on the part of agents of UBS acting in conspiracy to harm the Plaintiffs together with their children, and the conditions were rejected by the Plaintiffs, and therefore the conditions were void.
26. There was no any delivery over of possession, either actual or constructive, of the chattels by the Plaintiffs to anybody for any purpose, and there is no any contract, express or implied, with anybody either for removal from the property or storage of the chattels.
27. Instead, there was a delivery over of custody in circumstances of unlawful execution as aforesaid involving an assumption of responsibility on the part of UBS or its agents for the safe keeping of the chattels.
28. UBS has wrongfully interfered with the use and enjoyment of the necessary personal belongings of the Plaintiffs and that of their children by refusing to allow the Plaintiffs to collect those necessary personal belongings or by imposing conditions which were impossible by their nature.
29. In the course of business, on or about 27th April 2018, Moving U Places was contracted by Delaney Partners and Moving U Places agreed for reward to collect the chattels of the Plaintiffs from the Plaintiffs' house known as Jazz House at 5 Clifton Bay Drive, New Providence, The Bahamas and to store the same in Moving U Places' warehouse at 1000 Bacardi Road (the former Bacardi Plant), New Providence, The Bahamas.
30. There was a consideration in money where Moving U Places conferred or intended to confer by its own performance a benefit on Delaney Partners; and it was agreed or implied that:

- 30.1. Moving U Places at all material times was a moving agent of Delaney Partners who entrusted Moving U Places with the chattels of the Plaintiffs to be kept by Moving U places at its warehouse; and
- 30.2. Moving U Places undertook and therefore at all material times it was under duty to take due and proper care of the chattels of the Plaintiffs and to release the chattels to the Plaintiffs on their request to do so.
31. In the course of business, on or about 5th May 2018, the chattels of the Plaintiffs were moved and placed in storage Moving U Places at its warehouse without consent and in absence of the Plaintiffs.
32. UBS and Delaney Partners, either individually or all together, wrongfully removed the chattels from the property without the Plaintiffs' knowledge or consent or approval or permission.
33. UBS and Delaney Partners, either individually or all together, wrongfully entitled themselves to exercise right to remove the chattels of the Plaintiffs to which they were not entitled, and UBS and Delaney partners have thereby wrongfully interfered with the Plaintiffs' chattels by removing the same from the property whereby the Plaintiffs have suffered loss and damage.
34. In the circumstances, both the seizure and the removal of the chattels were parts of a course of conduct, or of a series of connected acts, on the part of UBS and Delaney partners or its agents which involved harassment of the Plaintiffs, which they knew or ought to know involved harassment of those persons and their children, and by which they intended to persuade the Plaintiffs either not to do something that they are entitled or required to do or to do something that they are not under any obligation to do.
35. Both the seizure and the removal of the chattels caused to the Plaintiffs significant emotional harm and ultimately placed them at risk of significant economic harm.
36. On or about 7th May 2018, the Plaintiffs were notified by email timed to 17:28, by an agent of UBS that the chattels were being stored by the Third Defendant and, in particular the email reads:

"Dear Mrs. Starostenko,

We write further to our email to you of 16 April, 2018.

We note that you have failed to collect your personal belongings from the Lyford Cay Property in accordance with the conditions set out in our prior email. In the circumstances, we write to advise that our client has had your personal belongings at the Lyford Cay Property boxed and moved to Moving U Places storage facility, including the generators left there. Your personal belongings were removed from the Lyford Cay Property and placed into storage on Saturday 5 May, 2018. Arrangements have been made for your personal belongings to remain in storage for a period of 1 month. This period commenced on 5 May, 2018 and will expire on 5 June 2018. Mr. Starostenko and yourself should immediately make arrangements with Moving U Places for the collection and/or continued storage of your personal belongings as our client will not be responsible for the same after 5 June 2018.

The address and contact information for Moving U Places is as follows:

Warehouse #2

Bacardi Plant
P.O Box CB11575
Nassau, NP The Bahamas
PH: 242 361-3872 / 242 455-8824
E: movinguplaces@gmail.com

Its hours of operation are:

Monday – Friday: 9 am – 5 pm
Saturday – By appointment only
Sunday – Closed

Kind Regards,
Chizelle Cargill, Associate"

37. The Plaintiffs have neither agreed with the arrangements made between UBS or Delaney Partners and Moving U Places nor made any arrangements with UBS or Delaney Partners or Moving U Places for storage of the chattels being wrongfully seized and removed from the property and wrongfully detained from the Plaintiffs.
38. In particular, there was no arrangement between the Plaintiffs and any of the Defendants in respect of any item of the chattels that any item had been made available for any purpose by any of the Defendants.
39. The Plaintiffs have never agreed to UBS seizing and moving the chattels anywhere without their consent, and more particularly to statement of attorney for UBS that it was a matter for the Plaintiffs to resolve the question of expense of storage with Moving U Places after 5th June 2018.
40. Both the removal and the storage of the chattels conferred no benefit whatever on the Plaintiffs, whether vested or contingent, and therefore Moving U Places conferred no benefit on the Plaintiffs.
41. Instead the removal or the storage caused loss and economic harm to the Plaintiffs.
42. Mrs. Knowles and Mr. Knowles knew or ought to know that both the removal and the storage of the chattels were parts of a course of conduct which involved harassment of the Plaintiffs, to which they had not consented, which conferred no benefit upon them and which ultimately placed them at risk of significant economic harm.
43. The Plaintiffs on many occasions said to Mrs. Knowles and Mr. Knowles that they, being maliciously prosecuted by UBS and their agents since 2014, as a result of that prosecution, are penniless and roofless, and before incurring the expense of storage of the chattels UBS or Delaney Partners, or any agent of them, had no authority from the Plaintiffs to do anything with the chattels, suggesting that Mrs. Knowles or Mr. Knowles should jot down that expense, and that if an unpaid expense would be caused which the Plaintiffs would regret to throw upon Moving U Places, for their would not consent to pay any expenses connected with wrongful seizure, removal and detention of the chattels, but however they would pay that unpaid expense, on terms of co-operation and mutual understanding, in the future in hopes of better times or obtaining remedies for trespass to the property.
44. Between May 2018 and August 2018, the Plaintiffs removed their books and some items of

furnishings and furniture from the warehouse of Moving U Places.

45. In the same period, the Plaintiffs sold, through Mrs. Knowles, to her mother an item of furniture for \$200, who offered to pay \$2,000 for two golf carts of the Plaintiffs removed from the property and stored in the warehouse of Moving U Places, but the Plaintiffs refused to accept that offer.
46. Moving U Places or Mrs. Knowles or Mr. Knowles, either individually or all together, failed to exercise proper care and custody of a brand new refrigerator of the Plaintiffs removed from the property, a result it has been lost and although many times orally requested so to do has the said Defendants failed and neglected to deliver or to release or to explain their inability to return the refrigerator, and the Plaintiffs have been deprived of it by the said Defendants.
47. On or about 14th August 2018, Mrs. Knowles and Moving U Places wishing to charge or secure their fees for storage of the chattels for the period June to August 2018, having not obtained any consent from the Plaintiffs to pay any expenses connected with wrongful seizure, removal and detention of the chattels, sent to the Second Plaintiff an email timed to 14:18, which reads:

"Mr and Mrs Starostenkos

3RD & FINAL INVOICE NOTICE: Storage fees are PAST DUE (JUNES /JULY5 /AUGUST 5, 2018)

Come and collect all of your items in storage by Friday, August 22, 2018 by 4:00 pm. Items that remain beyond this day will be sold and discarded.

Notices have been sent: June 10, 2018, August 11, 2018.

Whats App messages have been sent May 28, June 7, 2018 to advise for late fees to cell number provided (817-4372, 558-1158)

We are no longer responsible for your items in storage.

Regards,

***Miquel Knowles
Proprietor,
Moving U Places
Nassau, Bahamas
M:242-455-8824
P:242-361-3872
E: miquellknowles@gmail.com
W: www.movinguplaces.com"***

48. Doing so, Moving U Places or Mrs. Knowles or Mr. Knowles, either individually or all together, pursued a course of conduct which involved harassment of two or more persons, which Mrs. Knowles and Mr. Knowles knew involved harassment of those persons, and by which they intend to persuade the Plaintiffs not to do something that they are entitled or required to do or to do something that they are not under any obligation to do.

49. Also, Moving U Places or Mrs. Knowles or Mr. Knowles, either individually or all together, had never any right to treat the chattels for the benefit of Moving U Places such as, for example, to retain, to sell or discard all or any part of the chattels for whatever reason.
50. On 19th August 2018, the Second Defendant answered to Mrs. Knowles by email timed to 15:15 sent in copy to attorneys for UBS, and the email reads:

"Dear Mrs. Knowles,

as you well know this is the second notice we receiving from you, after the first one by Whatsapp on August 14, 2018, (not 11) in reply to our demand to help us in finding missing items belonging to our friends from Canada, of high value, which were stored in our guest cottage.

Please note that we never received any notice of removing from you before August 14, 2018.

During the meeting on 15 August 15 with my husband, Yuri Starostenko,

you stated that you would like to keep the furniture further, but that landlord of the storehouse said to move it and you are moving your operation from this storage. You repeated this statement in front of our friends Dave and Darel, from Canada, belongings of which are missed during the movement from the Jazzhouse, in Lyford cay to your storage in Bacardi field

We asking you urgently to provide us with the contact details of the landlord.

We regret to receive this unexpected notice. While you well know that

- the whole moving is the part of the operation to harass our family, made unlawfully and against your will and without our permission.

- we were induced in a relationship with you by UBS, against our will and it was not our choice and we never agreed on any terms or conditions of that relationship

- we suffered the loss in that item which has to be assessed once we will open all the boxes, which we have no space where to do now , so far we can stay that points below are missed.

So far the certain losses are:

- the brand new refrigerator of 700\$,

- our friends brand new snorkeling equipment, living items, dry food, personal belongings

- the artworks of our friend and the supplies to work with, in order to create pieces

- the whole snorkeling equipment of our family of eight, complete, used, not new but working.

In that, the total value of missing items is much more than the total amount of the storage fees in your invoices.

We always hope in awakening and finding a peaceful solution and inviting you to cooperate and abstain from participating in the malicious prosecution against our family in order to avoid any involvement in litigations in course against UBS Bahamas Ltd (in voluntary liquidation) and their attorneys Marco Turnquest and Ghizelle Cargill personally, here in a copy.

Waiting for the requested information and your comments regarding missed items.

Regards,

Yuri and Irina Starostenko

*<https://letsmaketheworldfairer.wordpress.com/>
+1-242-558-1158 Cell/WhatsApp, email: irastaro@gmail.com"*

51. On 21st August 2018, Mrs. Knowles sent to the Plaintiffs an email timed to 22:53, trying to discharge responsibilities and obligations of Moving U Places, and the email reads:

"Mr. & Mrs. Starostenko,

In response to your last email, you are still not appreciating or acknowledging the underlying factor of this situation. Which is the fact that you fail to make any payments, for the storage of your furniture and personal effects, since (June 5, 2018)

Moving U Places cannot be held responsible, for any of the reported missing items, with the exception of the refrigerator, which was never actually missing, and you are quite aware of what happened to it. As it relates to the other items, Moving U Places was contracted by Delaney Partners & Co. on (April 27, 2018) to remove all the furniture and personal effect from Jazz house. Upon our initial survey of the job, the home was found in utter disarray, with furniture and clothing, dead rodents and animals running all around the property. There was also a young man on the premises, as "security" which may suggest, that unauthorized persons were accessing the property.

With that being said, at no point during the packing process, was the snorkeling equipment that you claim were in the guest cottage, ever seen. Moving U Places packed ALL the items that were left on the premises, in the presence of representatives from Delaney Partners & Co., who can also confirm that the mentioned items were NOT in the guest house.

It should also noted, that you were duly informed that your belongings were placed in storage at our warehouse on (May 7, 2018). From that time to now, you and your family, along with others persons that you allowed to access your property were at our warehouse, removing and taking items. The staff of Moving U Places was not a part of these processes, and cannot be held responsible for what was removed from storage.

Therefore, at this time, Moving U Places cannot and will not be held responsible for any items that are now just being reported missing. Such matters should have arisen months ago, as you being the owners of the properties, and knowing the circumstances of your eviction, should have carried out due diligence, and inspection of your property to ensure

to everything is accounted for, and any discrepancies resolved.

The staff of Moving U Places did our best, going beyond our responsibilities, to accommodate you every time you requested access to the warehouse facilities, most of which times, you never showed up or canceled, last minute after our personnel were already in place.

We at Moving U Places, are sorely disappointed in your actions, as we went above and beyond to assist you, knowing your circumstances, despite of non-payment of fees, we still give you service. Please be reminded that all your property, are to be removed from our storage facilities by Wednesday, August 22nd 2018, by 4:00pm, as you are more than 90 days past due.

Thank you for your co-operation in this matter."

52. On 20th September 2018, the Second Plaintiff, by email timed to 9:50 am, made a written request to Mrs. Knowles and Moving U Places for the release or the return of the remaining chattels stored in their warehouse forthwith, and more particularly the email reads:

"Dear Mrs. Knowles,

we tried to contact you by phone and have not heard from you all this time. have you received my email here below, dated 21 August 2018?

We are finally able to organize transportation and free your storage, as you requested.

Please, advise if coming Saturday, September 22, 2018, is suitable for you for picking up and moving most of the goods.

It is our intention to work out this hard situation with you.

You will certainly recognize that for now Moving U Places is responsible for the missing of more than 10.000 \$ in values items of our friends and ours, plus holding in custody the furniture, piano with a total value to be estimated, once it is ancient furniture, approximately 50.000\$.

There is also the new refrigerator, only nine months old at the time of picking up the items, the value of 700\$.

From the other side, there are three of your unpaid invoices, which would be four on 5th October 2018, for the total value of 2000\$, which can not be compared with the damage this whole moving have created to our family.

We sincerely wish to see you as a witness in this sad story and not as an adjoined defendant. The definition of your position will be cleared in these days.

Should you cooperate and assist, you certainly can not be accused part, but innocent third party finds itself in this compromised situation, where many things were concealed from you at the moment of acceptance of this order.

Should you participate in the harassment created to our family and our children by John

Delaney, UBS bank and LennoxPatton's Attorneys, living without furniture and our supplies for the past seven months, we will not have other choices than to recognize that you are consciously damaging us and so we will adjoin you to the claims.

We asking you humbly and peacefully to understand the gravity of our situation, our very hard position and the importance of the coming Saturday meeting for pick up the items - we have place where to locate it and dear friend who is willing to help us with transportation by his track, available only this coming Saturday, 22 September 2018.

Thank you in advance,

Best regards,

Yuri and Irina Starostenko

*<https://letsmaketheworldfairer.wordpress.com/>
+1-242-558-1158 Cell/WhatsApp, email: irastaro@gmail.com"*

53. On 21st September 2018, the Second Plaintiff, by email timed to 12:03 pm, made further written request to Mrs. Knowles and Moving U Places for the release or the return of the remaining chattels stored in their warehouse forthwith, and more particularly the email reads:

"Good morning dear Miquel,

I tried to call you many times this morning, as you asked and can not rich.

As I explained to you yesterday - the place we found to live in has no furniture and we would be on the floor without our belongings.

Also, the part of the agreement is that we are giving furniture and people will be waiting for the rent.

Please, advise what time is good for you tomorrow or give us another date if it is not suitable for you.

This is really very urgent.

As you know our sons are also piano players and has not practiced all this time - it is vital for their development for re-start practice.

Thank you!

Looking forward to hearing from you asap[.

Yours sincerely,

irina 817 43 72"

54. On service of the said requests, Moving U Places was liable to release or return or deliver up the remaining chattels to the Plaintiffs.

55. Moving U Places or Mrs. Knowles or Mr. Knowles refused orally or by silence to release or return or deliver up the remaining chattels.
56. The said Defendants have wrongfully detained and still detain the chattels from the Plaintiffs.
57. Notwithstanding the said requests, the said Defendants have wrongfully failed and refused and still fail and refuse to release or return or deliver up the remaining chattels to the Plaintiffs though many times requested to do so.
58. The said Defendants have thereby wrongfully interfered with the chattels by detaining the same.
59. Further or alternatively, the said Defendants purported to sell the remaining chattels of the Plaintiffs and there is risk that the chattels may be converted to their own use and benefit and that the said Defendants would wrongfully further interfere with the same by converting them to their own use.
60. The Plaintiffs suffered loss and damage as a result of the wrongful interference with the chattels by all the Defendants, either individually or all together, and claim the same from the Defendants.

PARTICULARS OF DAMAGE

61. At the date of the said requests, the value of the remaining chattels was \$50,000 and some items are of special value and concern to the Plaintiffs and their children and so far as the Plaintiffs are concerned they are irreplaceable.
62. The value of the refrigerator lost is \$747 or about.
63. In the premises, the Plaintiffs are entitled to the relief claimed or any other relief; and a judgment for the delivery up of the chattels will give the Plaintiffs the right to apply for enforcement by way of writ of delivery, writ of specific delivery, or writ of sequestration, as well as recovering damages.

PRAYER TO CLAIM

64. AND the Plaintiffs claim as against the Defendants to the claim:
 - (1) an Order for the release or return or delivery up of the remaining chattels and damages consequent upon the wrongful detention of the same, in the sum of \$5,000; or, in the alternative,
 - (2) an Order for the delivery up of the remaining chattels or the payment of its value, in the sum of \$50,000 or to be decided by the Court, and damages consequent upon the wrongful detention of the same, in the sum of \$5,000; or, in the alternative,
 - (3) damages;
 - (4) further or other relief;
 - (5) in any event, the Plaintiffs' costs.

INDORSEMENT OF SERVICE

THIS WRIT was served by me _____ at _____ on
Attorneys for the First Defendant, **UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION)**, on this day of
the week _____ the _____ of _____ 201__.

Indorsed this _____ day of _____, A.D., 201__.

(Name)

(Signed)

(Address)

THIS WRIT was served by me _____ at _____ on the
Second Defendant, **DELANEY PARTNERS**, on this day of the week _____ the _____ of
_____ 201__.

Indorsed this _____ day of _____, A.D., 201__.

(Name)

(Signed)

(Address)

THIS WRIT was served by me _____ at _____ on the
Third Defendant, **MOVING UP PLACES**, on this day of the week _____ the _____ of
_____ 201__.

Indorsed this _____ day of _____, A.D., 201__.

(Name)

(Signed)

(Address)

THIS WRIT was served by me _____ at _____ on the
Fourth Defendant, **MIQUEL KNOWLES**, on this day of the week _____ the _____ of
_____ 201__.

Indorsed this _____ day of _____, A.D., 201__.

(Name)

(Signed)

(Address)

THIS WRIT was served by me _____ at _____ on the
Fifth Defendant, **WILLIAM KNOWLES**, on this day of the week _____ the _____ of
_____ 201__.

Indorsed this _____ day of _____, A.D., 201__.

(Name)

(Signed)

(Address)

COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT
COMMON LAW AND EQUITY SIDE
BETWEEN

YURI STAROSTENKO

First Plaintiff

IRINA TSAREVA-STAROSTENKO

Second Plaintiff

AND

UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION)

First Defendant

DELANEY PARTNERS

Second Defendant

MOVING UP PLACES

Third Defendant

MIQUEL KNOWLES

Fourth Defendant

WILLIAM KNOWLES

Fifth Defendant

WRIT OF SUMMONS

2018

CLE/gen/No.



YURI & IRINA STAROSTENKO

Roofless since 27 February 2018

New Providence, The Bahamas

Cells: 558-1158, 817-4372

First and Second Plaintiffs Pro Se