

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No. CV2015-00344

BETWEEN

HAROUN A BAKSH

Claimant

AND

THE NATIONAL GAS COMPANY OF TRINIDAD AND TOBAGO

Defendant

Before the Honourable Mr. Justice V. Kokaram

Date of Delivery: Monday 20th November 2017

Appearances:

Mr. Michael Quamina instructed by Ms. Gitanjali Gopeesingh for the Claimant

Mr. Rishi Dass instructed by Mr. Adrian Byrne for the Defendant

RULING ON EVIDENTIAL OBJECTIONS

1. Both parties have filed evidential objections to portions of some of the witness statements filed in these proceedings. I have considered their written submissions in support and in defence of the respective evidential objections and I propose to give my ruling in advance of the hearing of the trial.
2. This trial relates to the claim by Mr. Haroun Baksh that he developed certain respiratory ailments while working at the Defendant's offices at Atlantic Plaza, Couva, in 2011, with a consequent flare up at the Julin building of the Defendant to which he was relocated. The crux of the Claimant's complaint is that the poor indoor air quality at his work place at Atlantic Plaza and Julin Building caused or exacerbated his respiratory condition. For the Claimant there are three witness. Two of those are the subject of an application by the Defendant to strike out portions of their evidence, Mr. Baksh and Ms. Claire Gomez-Miller, who was the

Manager Internal Audit/Chief Audit Executive for the National Gas Company (NGC) Group of Companies.

3. The Defendant maintains that it took all reasonable steps to monitor and to maintain a safe system of work and workplace for its employees including the Claimant. With respect to the indoor air quality, the Defendant contends inter alia that its duty was to ensure that the standard of indoor air quality was within acceptable ranges to ensure a safe system of work. It also contended that it took all reasonable precautions to ensure the maintenance of appropriate standards of air quality at its facilities as a prudent employer. The Defendant has three witness two of whom, Mr. Dave Wilson and Ms. Jennie Alleyne, are the subject of the Claimant's evidential objections.
4. The Court's case management powers are augmented by extensive powers to control the evidence before it and to exclude evidence. See Part 29.5 CPR. In controlling the evidence to be admitted by witnesses I had set out some useful guidelines in **Faaïq Mohammed v Jack Warner** CV2013-04726. The Court will consider such matters as whether there is an adequate foundation for the proposed evidence. The relevance of the evidence to the issues raised in the proceedings, usually demarcated by the pleadings. Considering such exclusionary rules such as opinion evidence and hearsay. Ultimately the Court is engaged in an exercise of giving effect to the overriding objective. In this regard the Court in regulating the evidence must act proportionately that is the proposed evidence must make a sufficient probative contribution to justify its time and expense in its presentation. Also I believe more importantly, as the Court seeks to humanize its processes, some deference ought to be given to parties to relate their respective narratives and to tell their stories. In this way parties are given a voice and they feel vindicated at the end of a trial that they were heard. This of course must give way to fairness in the presentation of evidence so as not to prejudice any party by flouting the principles set out above.
5. I propose to deal firstly with the Claimant's two witnesses and the Defendant's objections to parts of their evidence.

Mr. Haroun Baksh

6. Based on the parties written submissions the following paragraphs of the witness statement of Mr. Haroun Baksh filed on 14th August 2017 are struck out by consent:

- a) Paragraph 11, the third sentence: “I received numerous complaints from my colleagues indicating that the units were either down or required maintenance.”
- b) Paragraph 16, the last sentence: “I came to learn from my colleagues that it was recommended that CARIRI should do an indoor Air Quality Assessment and that the workers should be relocated.”

7. With regard to the objections to paragraph 19, 45 and 55 I set out my findings and reasons in the matrix below:

OBJECTION	RULING
<p>Paragraph 19 “The air conditioning units in that building emitted bad smells and were dirty. When the technicians opened the units I could see mould.”</p>	<p>Although there was no such specific plea by Mr. Baksh in his statement of case, much of his evidence in relation to the conditions of both Atlantic Plaza and Julin building are to be culled from his medical reports and the reports of CARIRI. I acknowledge that the statement is vague and open ended as to when such an observation took place. However insofar as it is his direct evidence of what he observed and not inconsistent with the issues of poor air quality raised in the pleading, I will allow it as part of the Claimant’s narrative and attach such weight to it after cross examination.</p>
<p>Paragraph 45 lines 1-11 “Based on the results of the testing carried out the following conditions have been caused and/or exacerbated by the exposures set out above:</p> <ul style="list-style-type: none"> (i) Interstitial lung disease/ Pulmonary Fibrosis; (ii) Chronic Rhinosinusitis; (iii)Chronic Rhinitis; 	<p>Struck out: These are conclusions which are to be given by Mr. Baksh’s medical experts and not by this witness. Mr. Baksh is not competent to set out the medical ailments in the manner as detailed by him. In any event his medical history and ailments are already identified in the several medical reports</p>

<p>(iv) Nasal Polyp (v) Occupational Asthma/Workplace Exacerbated Asthma; (vi) Mild Bilateral Fibrosis; (vii) Hypersensitivity pneumonitis; (viii) Fibrosing Alveolitis.”</p>	<p>tendered in these proceedings. His own evidence on this is therefore unnecessary.</p>
<p>Paragraph 55 “As a consequence of my affiliation and based on the information that I received from my health care providers in 2014, I have calculated that I will require future care in the following aspects:</p> <p>(i) Yearly lung function testing, CT Scans and Blood testing- approx. \$20,000.00</p> <p>(ii) Yearly Endoscopic Surveillance- approx. \$140,707.89</p> <p>(iii) Medication (yearly)- approx. \$25,000.00</p> <p>(iv) Relocation during dry season (yearly)- approx. \$329,085.00</p> <p>(v) Oxygen (one time)- approx. \$22,500.00</p> <p>(yearly)- approx. \$12,000.00”</p>	<p>I agree with the Defendant that the issue of future medical care should be addressed by experts. This evidence carries very little weight unless corroborated by the medical and documentary evidence in support of the Claimant’s case. It would however be allowed to the extent that the witness has set approximate values for his future care based on his own experience. The Court would entertain submissions from the parties as to the weight of such evidence.</p>

Ms. Claire Gomez-Miller

8. Ms. Gomez-Miller held the post of Manager Internal Audit/Chief Audit Executive for the National Gas Company of Trinidad and Tobago (NGC) Group. Importantly, she was not the manager of Mr. Baksh’s department. A difficulty with the evidence of Ms. Gomez-Miller is the extent to which she has in her evidence set out a detailed account of poor air quality issues

in another department of the Defendant and where there is no specific allegation of same in the Claimant's pleading. The Claimant of course is limited only to properly putting forward his case as demarcated by the state of these pleadings. Her evidence purports to recount her own experience of poor air quality issues at the Defendant's buildings since 2005 without any direct reference to Mr. Baksh.

9. In response to the Claimant's Statement of Case which raised the issue of poor air quality issues at the buildings, the Defendant's main defence is that it took all reasonable steps to monitor and maintain a safe system of work. The medical reports of Dr. Victor Coombs, the Defendant's medical occupational consultant, speak for themselves about the observations of the air quality and the complaints he received. Critically, Mr. Baksh's complaint relates to his exposure at the Atlantic Plaza and Julin building beginning from December 2010. His complaints began two weeks after his relocation to Atlantic Plaza, Atlantic Avenue, Couva. In May 2011, he and other members of staff were relocated to the Julin building, Couva. There is no Reply filed by the Claimant to plead any positive case in response to the case of the Defendant. There is no Reply for instance setting out material facts demonstrating poor conditions at the Atlantic Plaza prior to Mr. Baksh's relocation save for the CARIRI Report.
10. The Defendant has objected to the majority of the evidence of this witness on three main grounds: hearsay, irrelevance to the pleaded case and the reliance on documents which have been disclosed after the filing of the witness statements. The Claimant contends that the evidence is relevant and falls within the pleaded case. He also contends that the Defence makes several admissions and also fails to plead any positive case in response to such documents as the Claimant's medical reports and the CARIRI report which would lay the foundation for the extensive evidence of Ms. Gomez-Miller of the conditions and her personal experience with air quality issues. However, even in areas of undisputed facts, a witness should not be allowed to offend the hearsay rule.
11. There are several difficulties with the evidence from Ms. Gomez-Miller. First, she purports to give hearsay evidence on several occasions. Clearly, that is inadmissible unless there is an exceptional reason to allow it. Second, she purports to refer to documents which were only disclosed after the date for the filing of witness statements in this matter. Third, she purports to set out a history of complaints of air quality issues prior to Mr. Baksh arriving at the Atlantic

Plaza which takes Mr. Baksh’s case outside the four corners of his pleadings. If indeed this was in the forefront of the Claimant’s case, this issue would have been raised specifically in the Statement of Case or would have found itself in the Reply to give the Defendant the opportunity to properly deal with those matters. See **Raymatie Mungroo v Andy Seerattan and ors** CV2013-04801. Most of her evidence mounts to a new case of the Defendant not heeding repeated concerns about air quality issues and a serious health risk escalating at the building prior to Mr. Baksh’s arrival.

12. The following paragraphs of the witness statement of Ms. Claire Gomez-Miller filed on 14th August, 2017 are struck out:

OBJECTIONS	RULING
<p>Paragraph 6, the sentences “Also in August 2005, Internal Audit Personnel Ms. Andrea Primus complained to me via email of <i>“the smoke in the air is having an extremely adverse effect on my person. The effects were felt shortly after entering the building on the way to the office. My nasal passages are burning as is the band along my girth in the approximate location of the base of my lungs. In addition, I am extremely nauseous.”</i> A true copy of the said email is hereto annexed and shown to me marked “CGM1”.”</p>	<p>The document exhibited in “CGM1” was disclosed after the filing and service of the witness statement. Although the obligation to disclose is a continuous one (see Part 28.12 CPR), in my management of this claim I made it clear that witness statements were to be filed on a certain date with an express sanction for non-compliance. At that stage, all documents that were to be used were disclosed by both parties. In preparing witness statements the parties would have been privy to all documents and would be able to treat with them. To produce documents after the fact places the Defendant at a significant disadvantage.</p>
<p>Paragraph 7, the words “who, in turn, made a written recommendation to NGC Line Executive who was responsible for office maintenance and safety of NGC Personnel located within Atlantic Plaza, that “CARIRI be</p>	<p>Same as above</p>

<p>called in without delay...” A true copy of the said email is hereto annexed and shown to me marked as above “CGM1”.”</p>	
<p>Paragraph 8, “and effects of airborne pollutants within Internal Audit were also felt by all NGC personnel housed within Atlantic Plaza, with differing symptoms, frequency and severity.”</p>	<p>Irrelevant and inadmissible. This evidence strays beyond the pleaded case. Her evidence could be restricted to her knowledge of the centralized air conditioning system in the remaining part of paragraph 8 which is not in contest.</p>
<p>Paragraph 9 “In February 2006, Atlantic Plaza Management committed to the arrangement of Air Quality Testing and I was aware that both NGC and Atlantic Plaza Management were trying jointly to address the Poor Indoor Air Quality. Staff were informed in writing that a meeting was held with Atlantic Plaza Management and they had isolated the air conditioning from the downstairs bar to prevent cigarette smoke and other matters from circulating through the air condition system.”</p>	<p>Irrelevant and inadmissible. This is a new matter of poor indoor air quality issue prior to Mr. Baksh’s arrival which should have been raised in the pleadings.</p>
<p>Paragraph 10 the lines “Throughout 2006 to 2010, as Manager Internal Audit/Chief Audit Executive, I reported Air Quality Concerns via monthly Environment and Safety Reports and Internal Audit Division’s Occupational Safety and Health Risk Registers to NGC-Environment Safety and Security Department. During this period there were escalating reports of symptoms of ill-health being</p>	<p>This is clearly a new allegation of a continuous complement of air quality issues prior to Mr. Baksh’s arrival.</p>

<p>suffered by multiple NGC Personnel housed within Atlantic Plaza, and.....”</p>	
<p>Paragraph 11 in its entirety- “In July, 2010, Internal Audit was directed by NGC Executive Management (upon CARIRI’s advice) to evacuate its offices due to the existence of “<i>toxix mould</i>” in the offices.”</p>	<p>Irrelevant and not pleaded.</p>
<p>Paragraph 14 in its entirety- “Complaints of ill-health did resume shortly after Internal Audit’s relocation to alternative offices within Atlantic Plaza. Internal Audit personnel including myself visited Dr. Jay. J. Manohar during the week of 15th November, 2010, with symptoms that were confirmed as “building related.” I had experienced some rashes and my nostrils were sore and stuffy. I was aware that NGC again retained CARIRI to conduct testing of its offices located within Atlantic Plaza.”</p>	<p>Irrelevant and not pleaded.</p>
<p>Paragraph 16, the lines- “I requested that new accommodation be found as the relocated space was not conducive to housing the number of Internal Audit Personnel and symptoms of ill health had again started to escalate within Atlantic Plaza. The Audit Committee was advised of the poor air quality, the failure of NGC Administration to treat and remove the toxic mold from Internal Audit after 7 months, and the continued occupational health issues being experienced by the Internal Audit Staff and other personnel within the</p>	<p>Irrelevant it being not pleaded.</p>

<p>building. The Board Audit Committee was also advised that as Manager Internal Audit/Chief Audit Executive, I would have no recourse but to have Internal Audit work from home or be sent on indefinite leave if the matter could not be resolved.”</p>	
<p>Paragraph 17 in its entirety- “On 14th February 2011, I was advised by the Head of NGC Administration (Jackie Burgess) and Vice President Corporate Services (Maria Thorne) that NGC was proceeding to leave the Carillion Building, subject to Indoor Air Quality Tests. This building was located within a short distance from the Atlantic Plaza. However, Internal Audit was never relocated to the Carillion Building, no reason was given for this change in plan. I was aware (having been told verbally and seeing for myself) that the Carillion Building was later used to house some NGC Personnel.”</p>	<p>Irrelevant and not pleaded.</p>
<p>Paragraph 18 in its entirety- “In early March, 2011, I was informed by Vice President Corporate Services Maria Thorne and by Head Administration Jackie Burgess that both Internal Audit and the Information Services Department areas were being sanitized and Steril-Zone Units (air purifiers) will be installed within these offices before the evacuated personnel return. I was also informed by said officers that the Steril-Zone</p>	<p>The evidence in paragraphs 18, 19 and 20 below will be allowed and limited only to the steps taken by the Defendant to deal with air quality issues at Atlantic Plaza and not to lead any new case of the insufficiency or defect in any measures taken by the Defendant which is not the Claimant’s case. The Defendant itself has condescended to particulars of the steps it took and it would be “fair game” for Mrs. Gomez-Miller to say likewise.</p>

<p>Units would be installed within all other NGC Offices housed within Atlantic Plaza.”</p>	<p>Insofar as the evidence is hearsay the statements made to her were by officers of the Defendant. The parties can address the Court on the weight to be given to such evidence.</p>
<p>Paragraph 19 in its entirety- “By mid-March 2011, I was informed by Vice President Corporate Services Maria Thorne and by Head Administration Jackie Burgess that all works were completed including sanitizing of offices, cleaning of vents and replacement of ceiling tiles. I was aware having seen the cleaners going to and fro from the offices and my subsequent visual inspection that these works were in fact done.”</p>	
<p>Paragraph 20 in its entirety- “I was also informed by Vice President Corporate Services Maria Thorne and by Head Administration Jackie Burgess and by my staff that Steril-Zone Units (air purifiers) had been installed within all NGC Offices located within Atlantic Plaza. At this time, the NGC Offices located within Atlantic Plaza include Internal Audit Division, Information Services Department, Commercial Group, and NGC Project Terms with supporting staff for major ongoing projects- Union Pipeline, NEO/Tobago, Liquid Fuels, Asset Integrity, and Financial Project.”</p>	
<p>Paragraph 21 “mandatory”.</p>	<p>Irrelevant. No issue made out of any “mandatory” evacuation by the Claimant in his case.</p>

<p>Paragraph 22 in its entirety- “On 13th March 2012, one year after returning to its offices, Internal Audit Personnel complained of “Malfunctioning of Sterilizer/Purifier” and a written notice was sent to NGC Personnel Vice President Corporate Services Maria Thorne and Head Administration Jackie Burgess who were responsible for the maintenance of the units.”</p>	<p>Irrelevant as no such case has been made out against the Defendant.</p>
<p>Paragraph 23 in its entirety- “On 13th April 2012, there being no corrective action nor response within 1 month, I reported the matter to NGC Line Executive, the person responsible for ensuring office maintenance and occupational safety for NGC Offices located at Atlantic Plaza. I made an urgent request for remedial action to prevent another occurrence of mandatory evacuation of Internal Audit Personnel due to poor air quality and toxic mould. I also reported that we had not seen the results of CARIRI’s quarterly Indoor Air Quality Tests that were supposed to be conducted by the Atlantic Plaza Management.”</p>	<p>Irrelevant as no such case has been made out against the Defendant.</p>
<p>Paragraph 24 in its entirety- “In my email report dated 13th April, 2012, I also reported that three of Internal Audit Personnel were “<i>exhibiting symptoms akin to sick-building syndrome, similar to what was being experienced prior to our mandatory evacuation in July, 2010.</i>” Internal Audit</p>	<p>Irrelevant as no such case has been made out against the Defendant.</p>

<p>Personnel were again sent to NGC's Occupational Medical Specialist for physical examination and were treated for various symptoms. A true copy of the said email report is hereto annexed and shown to me and marked as above "CGM3".</p>	
<p>Paragraph 26</p> <p>"During 2013, I was also aware through discussions with various managers and NGC Environment, Safety and Security personnel that multiple personnel housed within Atlantic Plaza continued to complain of various symptoms including itchy eyes and skin, sinus problems, nostril sores and sore throats and dry coughs. In October 2013 there were email correspondence from internal auditor Shabana Aziz-Rajan sent to NGC Administrations personnel Jennie Alleyne and Jackie Burgess requesting the offices be scrubbed as staff were complaining of stuffy nostrils and allergic reactions to the environment. In November 2013, one of Internal Audit Personnel complained in writing of experiencing "stuffiness, shallow breathing, itchy eyes and hives in the office..." and requested an appointment with NGC's Occupational Medical Specialist. A true copy of the said email is hereto annexed and shown to me marked as above "CGM4".</p>	<p>Hearsay and inadmissible. Document "CGM4" is not properly disclosed by the Claimant.</p>

<p>Paragraph 27 in its entirety- “Prior to Internal Audit being located within Atlantic Plaza in 2005, it was located in PLIPDECO House (next to NGC Head Office) from 1992 up to 2000; thereafter it was located within NGC Head Office from 2000-2005. During this period (1992-2005) I was aware through staff complaints to me and leave requests, that only 2 of 15 audit personnel had sinus and psoriasis complaints. After our location to Atlantic Plaza, all of Internal Audit Personnel made complaints to various symptoms akin to ‘sick building’ syndrome.”</p>	<p>Irrelevant to the pleaded case of Mr. Baksh.</p>
<p>Paragraph 28 in its entirety- “I can attest that the 2 cases of sinus and psoriasis existing prior to 2005 became notably severe. I, as the Manager of the two persons, would have listened to their complaints, approved their leave requests. I was also confided in when medical examination results were received. Some staff members continued to visit their personal doctors; all were encouraged to visit NGC’s Occupational Medical Specialist and most did so. Reactions to NGC Internal Audit’s office environment differed in type and severity and complaints persisted up to my retirement from NGC, September 2014 despite NGC’s actions to treat with the matter.”</p>	<p>Hearsay. Speculative and opinion evidence.</p>
<p>Paragraph 29 in its entirety- “Whilst there is evidence that NGC took some action to address</p>	<p>Irrelevant as no such case has been pleaded by Mr. Baksh. The issue of the insufficiency of</p>

the occupational health hazards within its offices located in the Atlantic Plaza, such action was insufficient to prevent the systematic reoccurrence of poor air quality and mould issues and their effect on its employees located there.”	the steps taken by the Defendant is a positive case which should have been properly identified by the Claimant.
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13. I will now deal with the Defendant’s two witness and the Claimant’s objections to parts of their evidence.

Mr. Dave Wilson

14. The following words of the witness statement of Mr. Dave Wilson filed on 14th August 2017 are struck out.

OBJECTION	RULING
Paragraph 4(b) the words “As a consequence of the medical reports of Dr. R. U Adam, Specialist Medical Officer, Neurosurgery Department, San Fernando General Hospital, dated 5 th December 1985 and 15 th January 1986, wherein Haroun was diagnosed as suffering from inter alia, muscle weakness.”	There is no foundation to establish the base on which the witness can attest to the rationale for Mr. Baksh’s reassignment. There is no pleading that he was reassigned based on any ailment.

Ms. Jennie Alleyne

15. The objections to the following paragraphs of the witness statement of Ms. Jennie Alleyne filed on 14th August, 2017 are overruled.

OBJECTION	RULING
Paragraph 9 in its entirety “Further to the recommendations set out in CARIRI’s said	Overruled. The issue of steps taken by the Defendant to follow the recommendations

<p>Final Report dated 11th January, 2010, the following measures were taken by NGC at the Atlantic Plaza offices during the period from in or about January 2010 to in or about April 2011:</p> <p>a) Caribbean Airduct Cleaning Services Co. Ltd was contracted by NGC to carry out a thorough cleaning, decontaminating, deodorizing and sanitizing of the air ventilation system at the Atlantic Plaza office which was carried out on the 6th and 13th March 2010. There is now produced and shown to me a true copy of NGC's Service Contract Authorization dated 1st March 2010 which is hereto annexed and marked "J.A.2";</p> <p>b) Air Technology Ltd. was contracted by NGC to carry out preventative maintenance on 6 Austin Air Purifiers at the Atlantic Plaza offices every 3 months for a period of 1 year which maintenance included, inter alia, the cleaning, vacuuming and replacement of filters. There is now produced and shown to me a true copy of NGC's Service Contract Authorization dated 15th April 2010 which is hereto annexed and marked 'J.A.3';</p>	<p>made by CARIRI was raised in the Defence of the Defendant filed on 30th June, 2015. See paragraph 4 (e) of the Defence. The same rationale applies to the objection to paragraphs 10, 12 and 13.</p>
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- c) Century 21 Janitorial Services and Company Limited was contracted by NGC to vacuum clean and sanitize the ceiling loft area at the Atlantic Plaza offices which was carried out on 15th March, 2010. There is now produced and shown to me a true copy of NGC's Service Contract Authorization dated 16th April 2010 which is annexed marked "**J.A.4**";
- d) Caribbean Airduct Cleaning Services Co. Ltd was contracted by NGC to clean, decontaminate, deodorize and remove bacteria and mould from the air ventilation system at the Atlantic Plaza offices which work was completed on 1st September 2010. There is now produced and shown to me a true copy of NGC's Service Contract Authorization dated 3rd December, 2010 which is hereto annexed marked "**J.A.5**";
- e) Century 21 Janitorial Services & Company Limited was contracted by NGC to clean the walls in four areas in the filing room at Atlantic Plaza offices which was carried out on 24th March, 2011. There is now produced and shown to me true copies of NGC's Service Contract Authorization dated 12th May 2012 and Century 21

<p>Janitorial Services & Company Limited invoice no. M19985 dated 12th April, 2012 which are hereto annexed as a bundle marked ‘J.A.6’; and</p> <p>f) Century 21 Janitorial Services & Company Limited was contracted by NGC to steam clean and sanitize walls at the Atlantic Plaza offices which was carried out on 16th April 2011. There are now produced and shown to me true copies of NGC’s Service Contract Authorization dated 8th June 2012 and Century 21 Janitorial Services & Company Limited’s invoice no. M19988 dated 1st May 2012 which are hereto annexed as a bundle marked “J.A.7”.</p>	
<p>Paragraph 10</p> <p>“In addition to the above, NGC contracted Century 21 Janitorial Services & Company Limited to provide janitorial services at all NGC locations including the Atlantic Plaza offices for the period of 2 years commencing on 1st June 2009. There are now produced and shown to me true copies of NGC’s letter dated 24th April 2009 to Century 21 Janitorial Services & Company Limited and agreement in writing made on 19th May 2009 between NGC and Century 21 Janitorial Services &</p>	

<p>Company Limited which are hereto annexed as a bundle marked “J.A.8”.”</p>	
<p>Paragraph 12</p> <p>“Prior to receipt of CARIRI’s said Final Report dated 7th March 2013, the following measures were taken by NGC at the Julin Building offices:</p> <ul style="list-style-type: none">a) Century 21 Janitorial Services & Company Limited was contracted by NGC to shampoo chairs located in the training centre at the Julin Building offices which work was carried out on 30th September 2011.b) Caribbean Airduct Cleaning Services Co. Ltd. was contracted by NGC to carry out a thorough cleansing, decontaminating, deodorizing and removal of bacteria and mould from the air ventilation system at the Julin Building offices and to clean the airducts and ceiling loft thereat which work was completed on 16th November 2012. There are now produced and shown to me true copies of NGC’s Service Contract Authorization dated 7th February 2013, Caribbean Airduct Cleaning Services Co. Ltd’s invoice no. 1292 and work order dated 8th January 2013 which are hereto annexed as a bundle marked “J.A.11”.”	

Paragraph 13

“Further to the recommendations set out in CARIRI’s said Final Report dated 7th March 2013, the following measures were taken by NGC at the Julin Building offices during the period from in or about March 2013 to in or about April 2014:

- a) Caribbean Airduct Cleaning Services Co. Ltd. was contracted by NGC to carry out a thorough cleansing, decontaminating, deodorizing and removal of bacteria and mould from the air ventilation system at the Julin Building offices and to clean the airducts and ceiling loft thereat which work was completed on 20th July 2013. There are now produced and shown to me true copies of NGC’s Service Contract Authorization dated 28th May 2013 and Caribbean Airduct Cleaning Services Co. Ltd’s invoice no. 1357 dated 24th July 2013 which are hereto annexed as a bundle marked “**J.A.12**”;
- b) Caribbean Airduct Cleaning Services Co. Ltd. was contracted by NGC to carry out a thorough cleansing, decontaminating, deodorizing and removal of bacteria and mould from the air ventilation system at the Julin Building offices and to clean the

airducts and ceiling loft thereat which work was completed on 15th December 2013. There are now produced and shown to me true copies of the NGC's Service Contract Authorization dated 3rd February 2014, Caribbean Airduct Cleaning Services Co. Ltd's invoice no. 1404 dated 17th December 2013 and Caribbean Airduct Cleaning Services Co. Ltd's work order dated 17th December 2013 which are hereto annexed as a bundle marked "J.A.13"; and

- c) Caribbean Airduct Cleaning Services Co. Ltd. was contracted by NGC to carry out a thorough cleansing, decontaminating, deodorizing and removal of bacteria and mould from the air ventilation system at the Julin Building offices and to clean the ceiling loft thereat which work was completed on 14th June 2014. There are now produced and shown to me true copies of NGC's Service Contract Authorization dated 22nd July 2014, Caribbean Airduct Cleaning Services Co. Ltd's invoice no. 1460 dated 1st July 2014 and an evaluation form signed and submitted by me on 11th

July 2014 which are hereto annexed as a bundle marked “ J.A.14 ”.	
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Vasheist Kokaram

Judge