

IN THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No: CV2024-00642

BETWEEN

MARCUS EUSTACE

CLAIMANT

AND

LISA EUSTACE

DEFENDANT

Before: The Hon. Mr. Justice Westmin R.A. James

Date: 12th January 2026

Appearances: Mr Steven Mawer and Ms Shivana Lalla, Attorneys-at-Law for the Claimant
Criston J Williams and Gabriel Glanville, Attorneys-at-Law for the Defendant

JUDGMENT

Background

1. This case concerns a dispute between siblings over the ownership, unauthorised use, and alleged damage to a large LED light structure known as a “Willow Tree”. Marcus Eustace (“the Claimant”) alleges that he purchased the item for use as a confidential design feature in a Carnival presentation and that, while he was abroad, the Defendant unlawfully caused it to be unboxed, assembled, and displayed outdoors without his permission, resulting in damage and loss of its intended utility. Lisa Eustace (“the Defendant”) contends that the tree was a personal gift intended for their late mother and denies responsibility for the damage.

Summary of Pleadings

2. By Claim Form and Statement of Case filed on 28th February 2024, the Claimant avers that in June 2020 he purchased an LED “Willow Tree” structure for CAD \$19,500.00 specifically

to serve as a confidential design element for the Ted Eustace Mas Camp's 2021/2022 Carnival presentations. He alleges that in December 2021, while he was abroad, the Defendant, his sister, Lisa Eustace, unlawfully unboxed, assembled, and publicly displayed the tree outdoors without permission. The Claimant contends that this unauthorised exposure to the elements caused permanent discolouration and damage, rendering the item unfit for its intended artistic purpose and forcing the abandonment of his Carnival plans. He seeks damages for trespass to goods, conversion, and copyright infringement.

3. In her Defence, Lisa Eustace denies that the "Willow Tree" was a commercial asset or that the family home functioned as a registered business headquarters. She asserts that the tree was actually a gift intended for their late mother, Germy Eustace, to be used as a personal holiday decoration. The Defendant maintains that she erected the tree in honour of her mother's wishes and argues that any observed damage was the result of poor environmental conditions in the Claimant's chosen storage area, which was prone to flooding and heat. Additionally, she disputes the authenticity of the Claimant's invoice and denies copyright infringement on the basis that the tree is a mass-produced item available on the open market.
4. In his Reply to the Defence, the Claimant joins issue with the Defendant's assertions regarding her occupation of the property and the purpose of the item. He denies that the tree was a finished "Christmas tree" or a gift, reiterating that it was a professional light fixture stored securely within a gated Mas Camp area. The Claimant further challenges the Defendant's allegations of fraud regarding the purchase invoice and maintains that her wilful exposure of the tree to the elements is the sole cause of the damage. Finally, he asserts that the Defendant's claims regarding their mother's wishes are a "work of fiction" designed to excuse her unauthorised actions.

Summary of Evidence

Claimant's Evidence

Marcus Eustace

5. Marcus Eustace, the Executive Manager of the Ted Eustace Mas Camp, testifies that he personally procured the LED "Willow Tree" from a Canadian supplier which in his witness statement was for CAD \$19,500.00 to serve as a secret central concept for a 2021/2022 Carnival King costume. He states that the item was stored in a locked shed at the family property, which serves as the Mas Camp's base for producing cultural works. He emphasises that the competitive nature of the Carnival industry requires strict confidentiality regarding designs and arrangements until they are officially revealed.

6. The Claimant describes his distress upon receiving a photograph in December 2021 showing the tree fully assembled and illuminated in the open air without his permission. He asserts that the Defendant's unauthorised actions exposed the fixture to the elements, causing permanent discolouration of the LED lenses and stripping the design of its "surprise factor". Consequently, he maintains that the tree is now useless for its intended artistic purpose, resulting in the total loss of his financial investment and the abandonment of his competition plans.
7. During cross-examination, the Claimant's testimony made significant concessions regarding the authenticity and consistency of his documentary evidence. He admitted that although his Statement of Case specified the purchase price in Canadian Dollars (CAD), he later asserted it was in United States Dollars (USD), failing to correct this discrepancy in his Witness Statement or before he commenced his testimony. Furthermore, he accepted that the proffered invoice was remarkably deficient, lacking a company phone number, email address, salesperson's name, or a formal signature. On the issue of intellectual property, the Claimant admitted he was not the creator of the "Willow Tree" design, having viewed it in a showroom and merely requested additional branches and lights. Crucially, he acknowledged that no written agreement existed to transfer copyright to him, nor did he produce any shipping documents or receipts to verify the actual expenditure or the item's value.

Ted Eustace

8. Ted Eustace, owner of the Mas Camp, confirms that the "Willow Tree" was a bespoke feature planned exclusively for their Carnival showcase. He details the care taken to secure the item, noting that he personally collected the sealed wooden crate and placed it in a roofed, protected storage area away from public view. He reinforces the Claimant's testimony regarding the necessity of secrecy, stating that maintaining a design advantage is an "imperative" in the Carnival King competition.
9. Upon discovering the tree assembled in the front yard, he noted that the lights had begun to yellow due to rain exposure, whereas they had previously been a brilliant white. He expresses frustration that the Defendant interfered with an item she had no stake in, especially given her long-term familiarity with how Carnival works are protected within the family camp. He concludes that the interference forced the team to abandon two years of planning just months before the competition.
10. In cross examination Ted Eustace admitted that despite the alleged commercial sensitivity of the project, no formal sketches or design plans for the Carnival costume were ever produced in evidence. He acknowledged that the "Willow Tree" was a

showroom purchase rather than a bespoke invention and conceded that he lacked specific knowledge regarding the date of payment. While he maintained that the Sellier Street property was the primary storage for Mas Camp inventory, he admitted that there was no formal business inventory listing the "Willow Tree" as an asset. He further confirmed that he serves as a co-executor of his mother's estate alongside the Defendant, but he and his sister are no longer on speaking terms and communicate through their attorneys.

Defendant's evidence

Lisa Eustace

11. Lisa Eustace disputes the Claimant's version of events, asserting that the family home is a private residence and was never the registered headquarters of a business called "Ted Eustace Mas Camp". She testifies that the "Willow Tree" was not a commercial tool but a gift intended for their late mother, Germy Eustace, who had requested a beautiful lighted tree for the Christmas season. She maintains that she assembled the tree in November 2021 as a personal tribute to her mother's memory, believing it was a shared family possession.
12. The Defendant further argues that any damage to the tree resulted from the poor environmental conditions of the storage area, a semi-outdoor laundry room prone to flooding, heat, and humidity. She denies that the tree is a unique artistic creation, providing evidence from an international supplier to show that such items are mass-produced and widely available on the open market. Finally, she challenges the authenticity of the Claimant's invoice, pointing out the lack of official corporate branding or tax details usually found on genuine Canadian commercial documents.
13. In cross-examination, the Defendant accepted that the Sellier Street property was routinely used for Mas Camp activities and that items of mas were stored there, albeit she did not personally participate in those activities. She further accepted that the area in which the "Willow Tree" was stored was used for the storage of mas items. She agreed that the tree was contained in a sealed wooden crate elevated on four legs and bearing a label with the name "Ted Eustace". The Defendant accepted that it was Ted Eustace who placed the crate in the room and that she had no discussions with the purchaser regarding the item. She further admitted that she neither arranged for its delivery nor took any steps to purchase it.
14. The Defendant's evidence as to how the crate was opened materially departed from both her pleadings and her witness statement. While she initially stated that she opened the box she then stated that she caused the box to be opened, she later asserted that the

tree was in fact unboxed and installed without her knowledge as a “surprise” by her ex-boyfriend and friends, and that she only returned to the house after it had already been erected.

15. The Defendant agreed that the tree was installed outdoors and thereby exposed to the elements and further accepted that this occurred without the permission of either of her brothers. She stated that after the tree was dismantled, she placed it back into the wooden crate but accepted that the crate was not resealed or the tree back into the sealed plastic.
16. The Defendant’s account of the condition of the tree was inconsistent and shifting. She initially stated that the tree was returned to the crate in its original condition and undamaged. When confronted with her pleadings, she accepted that those pleadings were correct and that she had observed discolouration upon opening the crate. She then stated that she only noticed the discolouration once the tree was erected, that she attempted to paint over it, and that any remaining discolouration was minor when the tree was returned to the crate. She further stated, in response to the Court, that she had not seen the tree again after it was boxed. However, when shown her witness statement, she accepted that she did in fact see the tree thereafter and observed discolouration, which she then attributed to flooding. The Defendant accepted that no such flooding was mentioned in her witness statement but only stated that where the tree was stored was prone to heat, humidity and occasional rainfall.
17. The Defendant stated that she did not seek permission to open or install the tree because she believed it was unnecessary, asserting that the tree belonged to her mother. However, earlier in her cross-examination, she had stated that the tree was a gift to her mother and the household. The Defendant was unable to reconcile these differing positions.

Issues to be determined

18. The Court is required to determine
 - (i) whether the LED “Willow Tree” was a commercial asset owned by the Claimant or a personal gift intended for the parties’ late mother?
 - (ii) whether the Defendant unlawfully interfered with the Claimant’s property?
 - (iii) whether her actions caused the damage complained of, and, if so,
 - (iv) the appropriate measure of damages.

ANALYSIS AND FINDINGS

Copyright Infringement

19. The Claimant's Counsel properly conceded that the claim for copyright infringement was not established, and the Court agrees. The Claimant admitted in evidence that he did not design or create the "Willow Tree", that the item was viewed and selected from a showroom, and that he merely requested additional branches and lights. He further accepted that no written agreement existed transferring copyright in the work to him.
20. Under the **Copyright Act Chap. 82:80**, copyright subsists in original intellectual creations protected by the sole fact of their creation and irrespective of their mode or form of expression (**Section 5**) and, as a general rule, vests in the author of the work. **Section 26(1)** provides that the author is the first owner of the copyright, subject only to express statutory exceptions. The Act contains no provision vesting copyright in a person who merely commissions a work. Accordingly, where a work is created pursuant to a commission, that is where a person pays another to create a copyright work the copyright remains with the creator unless there is a valid assignment to the commissioner. Commissioned works could be for the creation of a painting, the taking of photographs, composing of a jingle or as in this case commissioning a LED Willow Tree with more branches and lights.
21. The Act further requires that any assignment of copyright be in writing and signed by or on behalf of the assignor: **Section 28(2)**. No such written assignment was produced in this case. The invoice relied upon by the Claimant does not purport to transfer copyright, is unsigned, and contains no language of assignment. In the absence of evidence establishing ownership of copyright in the "Willow Tree", the Claimant has no standing to maintain a claim for infringement. The claim for copyright infringement therefore fails and is dismissed.

Credibility Assessment

22. Where there is a sharp conflict of evidence, the Court applies the guidance of ***Horace Reid v Dowling Charles and Percival Bain*** [1989] UKPC 24, namely that the trial judge must test impressions formed of witnesses against:
 - (a) contemporaneous documents;
 - (b) the pleaded case; and
 - (c) the inherent probability or improbability of the competing versions.
23. That approach is particularly necessary in this matter, where the Defendant's oral testimony diverged materially from both her pleaded case and her witness statement, and where the Claimant's documentary proof was itself deficient.

Ownership and Nature of the “Willow Tree”

24. The central question is whether, on a balance of probabilities, the LED “Willow Tree” was a commercial asset owned by the Claimant for Mas Camp purposes; or a personal gift intended for the parties’ late mother.
25. The Court finds that the “Willow Tree” belonged to the Claimant. This finding rests on the following cumulative factors:
 - a. The Defendant accepted in cross-examination that she did not purchase the item, arrange its delivery, or contribute to its cost. She further accepted that the sealed wooden crate bore the name of Ted Eustace and that it was placed in the storage area by him.
 - b. The Defendant admitted that the Sellier Street property was routinely used for Mas Camp activities and that Mas items were stored there, albeit she herself did not participate in those activities. The evidence was unchallenged that the “Willow Tree” was stored in the same location as other Mas Camp items.
 - c. The Defendant’s evidence as to the purpose of the tree shifted materially from being solely for her mother to being for her mother and the household, to being a shared family item.
 - d. Further, the size, scale, and weight of the structure accepted by the Defendant as being two stories high and extremely heavy renders it inherently improbable that it was intended as a domestic Christmas tree.
 - e. No independent evidence was produced to support the claim that the deceased mother requested such an item. There was no correspondence, no testimony from neutral family members, and no documentary reference to such a request.
 - f. Even if the item had been intended for the deceased, upon her death it would have formed part of her estate. At the material time, the Defendant and Ted Eustace were co-executors. The Defendant accepted that she acted without the consent or approval of the other executor. The fact that the tree was not included in the estate inventory further undermines the Defendant’s position.
26. Taken together, these factors satisfy the Court that the “Willow Tree” was the Claimant’s property and not a gift to the deceased mother.

Trespass to Goods and Conversion

27. Having found that the Claimant owned the item, the next question is whether the Defendant's conduct amounted to unlawful interference. The Defendant admitted that the sealed crate stored in the area where mas items are stored on the premises was opened without the permission of either brother, the tree was assembled and displayed outdoors and this occurred without any express or implied authority.
28. These actions constituted a direct interference with the Claimant's right to exclusive possession. Further, by exposing the item to the elements and depriving the Claimant of control over its use and condition, the Defendant exercised dominion inconsistent with the Claimant's ownership.
29. The torts of trespass to goods and conversion are therefore established.

Causation of Damage

30. The Defendant accepted that discolouration and deterioration of the LED lights occurred. The sole issue is causation.
31. The Court rejects the Defendant's explanation for the damage and accepts that it resulted from her actions.
32. The unchallenged evidence was that the item arrived sealed, wrapped in plastic, and elevated on four legs within the crate. There was no evidence of prior use or exposure. The Defendant's evidence on this issue was internally contradictory: In her Defence and witness statement, she asserted that she opened and assembled the tree. In cross-examination, she claimed it was installed by her ex-boyfriend and friends without her knowledge. She initially stated the tree was undamaged when returned to the crate, then admitted seeing discolouration after assembly. She introduced, for the first time in oral evidence, a flooding event allegedly occurring months later in April 2022 (dry season in Trinidad and Tobago)—an assertion entirely absent from her pleadings and witness statement. The explanation that a sealed crate elevated on legs suffered flood damage months later, after being returned from outdoor exposure, is inherently implausible and unsupported by evidence.
33. The Court therefore finds, on a balance of probabilities, that the damage resulted from the Defendant's unauthorised exposure of the tree to the elements and/or her handling and storage of the item thereafter.

Quantum of Damages

34. Damages must be pleaded and proved in accordance with **CPR Part 8.10(4)**. While *viva voce* evidence may suffice in limited circumstances, the Court must assess its reliability,

particularly where the claim is challenged. The Claimant failed to prove his alleged financial loss. The invoice produced was deficient, unsigned, and inconsistent as to currency. The Claimant's own evidence fluctuated between CAD and USD which he never corrected until it was brought up in cross examination even though he had several opportunities to do so. No receipt, shipping documentation, bank records, or supplier testimony was produced. The Court finds it inherently improbable that such a substantial sum almost \$20,000.00 USD was paid in cash without any corroboration.

35. The Claimant also failed to plead or prove loss of earnings or future earnings. Accordingly, the Court is not satisfied that actual loss has been established.

Nominal Damages

36. Where a legal right has been infringed but loss is not proved, the Court may award nominal damages. As explained by the Court of Appeal in **North Plant LPG Cooperative Society Ltd v Continental Corporation Ltd (CA P-274 of 2020, February 2024)**, nominal damages are not necessarily minimal and may reflect the seriousness of the interference.
37. In assessing the appropriate award, the Court has considered, the deliberate and unauthorised interference with the Claimant's property, the admitted exposure of the item to the elements, the diminished utility of the item for its intended purpose, the evidence that a similar item could be obtained on the open market at a substantially lower cost; and the continuing residual utility of the tree.
38. I have considered the authorities and range of awards in nominal damages: **CV2014/00752 Neil Persad v TTEC** - \$120,000.00; **CV2018/0115 Martin John v Albert McNeil et al** - \$120,000.00 in nominal damages; **CV2017/00349 – Jillian Aimable Trading v Shoeaholic v The Comptroller of Customs and Excise** - \$100,000.00 in nominal damages and **CV2010/03699 – RBTT Merchant Bank Limited et al v Reed Monza et al** - \$250,000.00., **CA Civ S027/2013 Pan Trinbago v Keither Simpson et al** - \$5,000.00 in nominal damages; **CV2015-02258 Premiere Consulting Group Limited v Melfor Security Services Limited** - \$50,000.00 nominal damages; **CV2009-03269 Total Solutions Surveying Services Limited v WASA** - \$100,000.00 in nominal damages; **CV2018-01115 Martin John & Hazel Yearwood v Albert Mc Neil & Eunica Mc Neil** - \$120,000.00 in nominal damages, **CV2022-01429 B.K Holdings Ltd v Diego Martin Regional Corporation** - \$70,000.00 in nominal damages.
39. In all the circumstances, the Court awards nominal damages in the sum of TT\$20,000.00.
40. Having regard to the fact that the Claimant was successful on half his case and other half was dismissed. Also having regard to the fact that much of what was stated in this

Judgment was brought to the attention of both Counsel during the Pre Trial Review where the Court encouraged the parties to settle the case. In all the circumstances I would exercise discretion and make no order as to costs.

DISPOSITION

1. Judgment for the Claimant on the claims for trespass to goods and conversion.
2. The claim for copyright infringement is dismissed.
3. The Defendant shall pay nominal damages of **TT\$20,000.00** to the Claimant together with interest at the rate of 1.25% from 28th February 2024 to Judgment and thereafter 5% statutory interest on payment
4. There be no order as to costs.

/s/ Westmin James
Westmin R.A. James
Judge