IN THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

SAINT CHRISTOPHER & NEVIS

SAINT CHRISTOPHER CIRCUIT

CASE SKBHCR 2023/0002

REX

V

SAMANTHA HUGGINS

APPEARANCES

Ms Greatess Gordon Hazel (DPP ag), Mr Teshaun Vasquez, and Ms Azuree Liburd for the Crown.

Ms Natasha Grey and Mr Hasani MacDonald for the defendant.

2023: NOVEMBER 21

SENTENCE

Of bailiff for stealing money from two court debtors

1 **Morley J**: Samantha Huggins aka Manty aged 46 (dob 08.02.77) faces sentence on two counts of fraudulent conversion while working as a court bailiff, following conviction by jury after trial during 20.09-04.10.23. Specifically:

a. During April 2015, Davis Glasgow gave Huggins $3700ec in cash, in three payments, to pay off to court a Fastcash warrant for $3506.05ec, which at that time she then did not do, instead without permission dishonestly using the money for her own needs; and

b. On 10.11.15, Clive James gave Huggins $5908.93ec by cheque wholly to pay off to court a Finco warrant dated 15.09.15 for precisely that amount, which at that time she then did not do, instead without permission dishonestly paying only $3000ec to the Finco lawyers while using $2908.93ec for her own needs.

2 Huggins was caught in June 2016, did then pay the money back, was suspended from work for a time up to 31.07.17, reinstated, but was finally charged in February 2019.

The case in greater detail

3 The prosecution case, as proved to the jury, was in financial hard times Huggins abused her position of trust as a court bailiff, with power to arrest folk and place them in jail, to inveigle cash she needed from the two court debtors she knew and had dealt with before, who had to pay her as they were under threat of being jailed owing to there being court warrants against each for non-payment. Later, as neither knew what she had done with their money, both were then under threat, but from other bailiffs, of being placed in jail for non-payment of the court debts they had thought they had paid, Glasgow in June 2016 and James twice, in December 2015 and again June 2016, so that they complained; and then under the pressure of her actions having been discovered in June 2016, she paid off what she had taken, paying on it appears 08.06.16 to senior bailiff Alva Anthony $3506.05ec for Glasgow, and returning $3000ec in cash in three payments to James during May, June and July 2016.

4 Concerning Davis Glasgow:

a. On 10.06.14, Fastcash got a warrant against Glasgow for $3506.05ec, no.890.
b. He was jailed for two weeks on 24.12.14 for not paying in a family matter, and about to be released on 06.01.15, Huggins placed him in jail for a further month for not paying a debt to one Blydon Brudy, and warned him he faced a further separate committal warrant of one month in jail for not paying Fastcash.
c. On release on 05.02.15, Glasgow established he owed about $3500ec to Fastcash.
d. In April 2015, at the back of Rams supermarket, on the Fastcash warrant shown to Galsgow Huggins handcuffed him and took him in car R920 to Scotiabank atm and he gave her $1000ec, getting no receipt; some days later he gave her $1500ec near Monkey Hill police station, getting no receipt; and some days later he gave her $1200ec near Horsfords supermarket, getting no receipt; thereby giving her in total $3700ec,

allowing her to keep $194.95ec as a thank you for not executing the Fastcash warrant on him so placing him in jail, but giving him time to pay in tranches, trusting she would pay off the sum on the warrant of $3506.05ec.

e. The Fastcash warrant of 10.06.14, not having been officially executed, was reissued on 13.08.15, no.1232.

f. In early 2016, Glasgow wanted to borrow more money from Fastcash but learned he still owed on the warrant.

g. On 06.06.16, Glasgow contacted senior bailiff Alva Anthony to report he had paid the Fastcash debt, and he then met Magistrate Mallaleiu on 08.06.16.

h. In consequence, on 08.06.16, Huggins was summoned to a meeting with the magistrate and other bailiffs and she said she had not received any money toward the warrant from Glasgow, but there had been a transaction between them about an a/c unit. Later she called Anthony on the phone and asked the warrant against Glasgow not be pursued and she then paid the warrant sum of $3506.05ec, being given a receipt written by Anthony dated 08.06.16, but marked as money received from Glasgow.

i. Under investigation on 13.11.18, to OIC Detroit Henry she said Glasgow had never given her any money toward the Fastcash warrant, but instead he had sold her an a/c unit for $1200ec, later refusing to collect the money from her, or talk further with her, saying she should use it to settle the warrant.

5 Concerning Chris James:

a. On 24.09.15, Finco got a warrant against James for $5908.93ec, no.1346.

b. On 10.11.15, Huggins having called a few days earlier warning of the Finco warrant, she then by arrangement met James and his wife Peggy in the Valumart carpark where she told them to make an offered cheque payable directly to her for $5908.93ec written by Peggy, which Huggins quickly cashed at the National Bank, later that day paying only $3000ec in cash to Finco lawyers Kelsick Wilkin Ferdinand (KWF), keeping the remaining $2908.93 for herself.

c. On 24.11.15, Finco got an adjusted warrant against James for $2908.93ec, no.1346.

d. On 08.12.15, James was arrested returning at the airport on a stop notice put in place by bailiff Glenfield Body, who then went to execute the warrant for the outstanding $2908.93ec. James showed the chequestubs he had paid, contacted Huggins to complain, she came to the airport, she told Body *'I got this'*, which upset him as it was his warrant to execute, she told James she had used about $2900ec to stop her car being taken off her by Horsfords, she contacted Magistrate Mallalieu, and from whatever she told her, the magistrate then told Body to stand down.

e. The next day, or thereabouts, James contacted senior bailiff Alva Anthony to complain he had paid, meeting him, showing him the chequestubs, so that Anthony spoke to Huggins who said what James was saying was not true and she had never taken money from him. Anthony did not raise the matter with the magistrate as Huggins was a colleague and James was merely making an 'allegation'.

f. In March 2016, Officer 'Sweetpea' at the airport when James was outbound to St Martin warned him he was still wanted on the warrant.

g. On 08.06.16, when the Glasgow warrant was being explored as a result of the meeting convened by the magistrate, with Anthony realizing the earlier James allegation was similar, he now mentioned it to the magistrate. The decision was taken then to execute the Finco warrant on James to see what Huggins would do, so all bailiffs went in the bus to his home, including Body and Anthony, plus Huggins, where on getting into the bus, James said *'see what you get me in'* and Huggins then said she would settle the amount, though only had $1200ec, so that again the warrant was suspended.

h. Huggins paid James $300ec in May, then $1200ec in June, then to his wife Peggy at Kids Closet $1500ec in July, which made up the $3000ec representing the $2908.93 taken, so that James later settled the monies owing to the court on 03.02.17.

i. Under investigation on 13.11.18, to OIC Detroit Henry, Huggins said James had not given her money for the warrant, but for something else, not saying what, and had asked her to pay only $3000ec of it to KWF toward the debt, which she did on 10.11.15.

6 The defence case was, as explored through her Counsel Natasha Grey, while Huggins did not give or call any evidence:

a. Concerning Glasgow:

   i. Glasgow was lying when he said -

      1. Huggins arrested and handcuffed him at the back of Rams, placing him in car R920, and taking him to Scotiabank atm for $1000ec,
      2. He gave her $1500ec later in April 2015 near Monkey Hill police station;
      3. He gave her $1200ec in late April-May near Horsfords, drawn from the National Bank;

ii. Huggins was only ever in contact with Glasgow in August 2015, not April, about the warrant of 13.08.15, asserting she had never been in possession of the warrant of 10.06.14;
iii. Glasgow was lying to deny in August 2015 he sold her an a/c unit for $1200ec, then not collecting the money, expecting Huggins would settle the warrant with what money she owed him;
iv. It was a plot between Glasgow and senior bailiff Alva Anthony to pretend Glasgow had given her money to make trouble for her as Anthony was jealous of her;
v. Huggins did not attend any meeting with the bailiffs and magistrate on 08.06.16; and
vi. While Huggins accepts she paid the $3506.05ec to Anthony, it was to make the untruthful allegation by Glasgow go away she had been paid the warrant monies as it was threatening to undermine her job.

b. Concerning James:
i. On 10.11.15, the cheque for $5908.93ec was made payable to Huggins because it was for a personal loan to her, notwithstanding it was for the precise amount on the warrant, so that it was a lie by James to say there was no loan and the amount was wholly for the warrant;
ii. All James asked was for $3000ec to be paid to KWF toward the debt, which Huggins did on 10.11.15;
iii. On 08.12.15 when James was stopped at the airport, it was a lie for James to say Huggins said she had taken about $2900ec for herself to stop her car being taken by Horsfords;
iv. On 08.06.16, when the bailiffs came to James' home, it was not true James said *'see what you get me into'*, nor she said she would deal with the warrant, nor she said she only had $1200ec;
v. It was agreed Huggins gave $300ec in May 2016 to James, $1200ec in June 2016 to James, and $1500ec to his wife Peggy in July 2016, but this was to pay off a loan, not the warrant; and
vi. It was a plot between senior bailiff Alva Anthony and James to create the cheque made payable personally to Huggins in the amount of the warrant, when this was a loan, so they could later deny the loan pretending the money for the warrant, and in this way get Huggins into trouble as Anthony was jealous of her.

c. Overall:

   i. The defence emphasized she had paid off the warrants, so it was hinted there was here no real harm, so let this go, pressing she never received from Glasgow and James the money for the warrants, but only paid to avoid losing her job, so she has been hard done by and there should be sympathy for her having been abused and manipulated by a conspiracy between Anthony, Glasgow and James to pervert the course of justice and commit perjury in court so as to cause trouble for her; and

   ii. It was further hinted she should not ever have been prosecuted as all this took so very long before there was ever any charge, 2016-2019, the money was repaid, and she had on 31.07.17 been reinstated to her civil service position, so that this prosecution was unfair.

7 The full details of the issues in the trial have been set out so that it can be seen how determined Huggins was to place the blame on everyone but herself, creating a complicated factual matrix designed to confuse and bamboozle, accusing the witnesses of lying, conspiring against her, and the prosecution of unfairness in putting her on trial. This was sophisticated mendacity, with the whiff of having calculatedly set up the two debtors as her chosen source of illicit money precisely because as debtors she could claim them unreliable, asserting her countering reliability because she was a bailiff, raising '*who should folk believe - a bailiff as a court officer or a debtor who disobeys court orders?'*

8 Remanded in custody following conviction on 04.10.23, mitigation was raised on 16.11.23, with adjournment to today 21.11.23 for remarks to be in writing.

9 There was a social inquiry report dated 14.11.23 from probation officer Khisma Huggins reporting support from the community, a good employment record, becoming a bailiff in 2012, and Huggins an excellent mother to her son now 18. Of the offence, Huggins said:

> I would like to say at the start of this accusation in 2016 I have accepted the wrong dealings in this matter and I paid back the money I owed. To my understanding I was of the opinion this matter had been dealt with since in 2017…which is why I pleaded not guilty…In all, I can say I have sincerely regretted my actions and this experience has taught me to make better decisions. As an officer of the court, I understand I was held to a higher standard and should have known better. Although my intention was not to deceive the court, it happened, and for that reason I am truly sorry…

10 These are intelligent words, which sit in strong contrast to the conduct of the trial, where Huggins through Counsel Grey raised any-which-way to escape accountability. They beg why was there a trial, if it was not her intention to deceive, leaving hanging in the air, *'it happened'*. If she had pleaded guilty there would have been a persuasive showing of remorse; instead, the impression lingers her regret is she has been convicted, not she took the money and told many lies to colleagues, and then on them to court through counsel.

Constructing the sentence

11 On St Kitts & Nevis, the maximum sentence for fraudulent conversion contrary to **s19 Larceny Act** is 7 years. There are ECSC guidelines for fraud published in November 2021.

12 Turning to step 1 of sentencing practice, assessing the offending, I consider each offence falls within category 3A: being '3' because the consequence of the two offences amounting modestly to stealing $6608.93ec, motivated by difficult personal finances, not greed or lavish lifestyle, is a of 'limited detrimental impact on public services'; though the seriousness is at level 'A', because there was a breach of a high degree of power while each offence is of a sophisticated nature conducted over a sustained period of time. This places each offence with a starting point of about 35% the maximum, being I assess 28 months, but I adjust it upwards within the range of 20-50% to 36 months as the activity is a form of corruption marked by clever lying. I then reduce the term by 9 months because the money was eventually paid back and by 9 months because charge was very delayed by three years, therefore to 18 months.

13 Turning to step 2, assessing the offender, there are no aggravating features; then considering mitigating features, there are strictly no dependents as her son is an adult, and while there is good character, yet as pointed out by the prosecution it was her good character which allowed her to do the job of bailiff, and engendered the very trust in her which was abused, so that its effect will be reduced, allowing a reduction of 3 months to 15 months on each offence.

14 Turning to step 3, there is no available credit for plea.

15 Turning to step 4, the question arises whether the sentences for each offence should be consecutive, concurrent, or adjusted for totality. While the offending arises out of the same timeframe and is similar in nature, Huggins placed each debtor in separate and protracted risk of arrest and imprisonment, so that the offending against each is separate, involving different interactions and different sums being fraudulently obtained at different times. In the circumstances, while concurrency can be considered, there must be an upward adjustment for totality to embrace the overall offending, not just against one, but two persons, meaning for the offences against James, which were later, and who was twice arrested unfairly facing imprisonment, the sentence should be adjusted upwards by 3 months, to 18 months.

16 At this stage, the question arises whether the sentences, now standing at 18 months with 15 months concurrently, meaning in total 18 months, can be suspended. In theory, they can, as the maximum suspendable on St Kitt & Nevis is 3 years or 36 months, per **s6 Alternative Sentencing Powers Act** cap 3.20.

17 I have reflected very carefully. In my judgment, where a bailiff as a court officer steals money collected under court order, exposing persons vulnerable as debtors to being jailed, while telling lies to colleagues over an extended time, this strikes such a blow to confidence in the administration of justice that the public will expect for deterrence and retributive punishment, as contemplated within the seminal sentencing principles enunciated regionally by Byron CJ in **Desmond Baptiste v Regina 2003**[1], that only an immediate custodial sentence can be justified, even though the sum modest and has been paid back.

18 The only mitigation which might have invited consideration of suspension would have been demonstrable remorse, evidenced by a plea of guilty, which here is tragically lacking even though in her social inquiry report Huggins said she always accepted she had done wrong.

19 It may be reflected upon by this defendant had she pleaded guilty at an early practicable opportunity, there would have been up to one-third credit for plea, with suspension a very real possibility, but the decision to fight the case, negativing remorse, notwithstanding her words above at para 9, have meant it is not a realistic option and so inevitably she must serve time.

[1] Criminal Appeal No.8 of 2003 (Saint Vincent & the Grenadines).

20 In researching the fairest approach to this sentence, there has been regard to the case of **Rex v Lisa Francis 2023**[2], who received 3.5 years after trial as an immigration officer for selflessly helping her son escape St Kitts to avoid gun charges when there was a stop order at the airport, which she circumvented, and then paid into court the $20000ec surety for his absconding. Like here, the case of Franics involved a degree of corruption. The size of that sentence therefore begged whether Huggins should receive more. However, the charge was different, where Francis was convicted of perverting the course of justice, with sentence at large up to life imprisonment, as distinct from here where fraudulent conversion is limited to 7 years, placing it as less serious than perverting, thereby explaining Huggins' shorter term. In theory, had Huggins been convicted for example of 'misconduct in public office', where the sentence is at large, she would be facing much longer.

21 *Obiter*, it behoves all defence counsel to advise their client fulsomely as to prospects of acquittal, having studied the papers thoroughly, mindful of the sentencing guidelines, published to help, with where appropriate *Goodyear* indications of sentence pre-plea, so a defendant can weigh the advantages of pleading guilty and the sentencing options it may create.

22 Be it remembered please, counsel is not a 'hired gun', unquestioning, to argue a case any-which-way on short-sighted instruction, but an essential source of what must be clear robust advice and help to a client to navigate realistically their best course before the court.

23 *Samantha Huggins, please stand up.* For the reasons I have explained, creating a clever fraud while working as a court bailiff, for fraudulent conversion of $3700ec given to you in April 2015 by Davis Glasgow, being count 1, the sentence shall be 15 months imprisonment; and for later fraudulent conversion of $2908.93ec given to you on 10.11.15 by Chris James, being count 2, the sentence shall be 18 months imprisonment, concurrently, making a total of 18 months, which will not be suspended. Time on remand shall count, both after charge before being bailed and since conviction on 04.10.23, being at least 48 days, to be calculated definitively by the prison. You shall be eligible for remission of one third of your sentence if of good behaviour, meaning on serving 12 months. You may go with the jailer.

[2] See https://www.eccourts.org/judgment/rex-v-lisa-francis.

The Hon. Mr. Justice Iain Morley KC

High Court Judge

21 November 2023