

**THE EASTERN CARIBBEAN SUPREME COURT
SAINT VINCENT AND THE GRENADINES**

IN THE HIGH COURT OF JUSTICE

SVGHCV2022/0104

BETWEEN

ST. VINCENT BUILDING AND LOAN ASSOCIATION

CLAIMANT

AND

JEFFREY GARRAWAY

DEFENDANT

Appearances:

Ms. Anique Cummings and Mr. Jadric Cummings for the claimant.

Mr. Jemalie John for the defendant

2023:Mar. 29

ORAL DECISION

BACKGROUND

[1] **Henry, J.:** This is a mortgage claim by the Saint Vincent Building and Loan Association ('SVBLA') against Mr. Jeffery Garraway that was filed on 29th July 2022 for:

1. Vacant Possession of the property situate at Yambou, St. Vincent and the Grenadines registered by Deed of Conveyance No. 1382 of 2003; that is the subject of a mortgage in favour of the Claimant bearing registration number 762/2007 and dated 14th February 2007 ("the Property");d
2. Payment of the sum of EC\$335,546.93 being the outstanding amount due and owing to the Claimant, with interest accruing at a daily rate of EC\$50.30;
3. Costs; and

4. Such further or other relief as the Court deems just.

[2] The claimant's sole witness was its Senior Recoveries Officer Mr. Kenneth Peters who provided affidavit evidence and oral testimony. His affidavits filed respectively on 29th July 2022 and 20th Feb. 2023 outlined among other things that Mr. Garraway is the claimant's customer; that he obtained a loan from the SVBLA on 14/2/2007 in the amount of \$273,000.00 and a further sum of \$26,000.00 by further charge on 4th Feb. 2011, registered by Deed No 598 of 2011 and evidenced further by a facility letter dated 1st Feb. 2011 - making a total loan of \$299,000.00; that Mr. Garraway has failed to repay the loan in accordance with the terms of the mortgage and further charge; that the principal balance as at July 29th 2022 was \$233,916.31, interest amounted to \$100,405.62 and finestotaled \$1225.00.

[3] Mr. Peters averred further that the SVBLA issued demand letters to Mr. Garraway dated 4th April 2019 and 19th August 2021 to vacate the mortgaged property and that he has failed to do so. At the trial on March 29th 2023, the SVBLA elected to pursue only its prayer for vacant possession. It submitted that fixed costs of \$2000.00 are payable. Mr. Garraway did not resist the claim.

ISSUES

[4] The issues are twofold:

1. Whether Jeffery Garraway is liable to the SVBLA in respect of the mortgage debt; and
2. To what remedy is the SVBLA entitled.

ANALYSIS

Issue 1 – Liability

[5] The court is satisfied that the SVBLA has established that Mr. Garraway obtained from it a mortgage loan and further sum in the amounts stated by Mr. Peters and

that he has defaulted in repayments. The Court has therefore concluded that the SVBLA has proven its claim.

Issue 2—Remedies

[6] The SVBLA is entitled to the relief sought and its costs.

DISPOSITION

[7] It is accordingly ordered:

1. Mr. Jeffery Garraway is directed to, on or before 2nd June 2023:
 - (a) deliver to the Saint Vincent Building and Loan Association, vacant possession of the mortgaged property registered by Deed of Conveyance No. 1382 of 2003;
and
 - (b) take all necessary steps to cause his servants and agents to vacate the subject property, taking all belongings with them.
2. Mr. Jeffery Garraway shall pay to the Saint Vincent Building and Loan Association fixed costs of \$2,000.00 pursuant to CPR 65.4.

**Esco L. Henry
HIGH COURT JUDGE**

By the Court

Registrar