THE EASTERN CARIBBEAN SUPREME COURT
SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

SVGHCV2019/0054

BETWEEN

RBTT BANK CARIBBEAN LIMITED

CLAIMANT

AND

RICKSON BACCHUS
Adelphi, St. Vincent and the Grenadines

FIRST DEFENDANT

AND

DERISSA D. BACCHUS
Adelphi, St. Vincent and the Grenadines

SECOND DEFENDANT

Appearances:
Mr. Julian Jack for the claimant.
Mr. Carl Williams for the defendants.

2020: Feb. 18
Feb. 25

REASONS FOR DECISION

BACKGROUND

[1] **Henry, J.:** Mr. Rickson Bacchus and his wife Mrs. Derissa Bacchus are customers of RBTT Bank Caribbean Limited ('the bank'). They obtained a mortgage loan and a vehicle loan from the bank in July 2017. The bank claimed that they defaulted on repayment of both. It brought this claim[1] seek-

[1] By Fixed Date Claim Form filed on 19th March 2019.

ing among other things, repayment of the outstanding amounts, interest and costs.

[2] Mr. and Mrs. Bacchus did not dispute the claim. In prosecuting its claim, the bank lumped both outstanding amounts together and provided no details about the sums outstanding on the vehicle loan. After the summary trial on February 18th 2020, judgment was entered for the bank on the mortgage loan. The claim for repayment of the vehicle loan was dismissed. The reasons for the decision are outlined below.

ISSUES

[3] The issues are:

(1) Whether Rickson Bacchus and Derissa Bacchus are liable to the bank in respect of the mortgage debt and vehicle loan? and

(2) To what remedies is the bank entitled?

Are Rickson Bacchus and Derissa Bacchus liable to the bank in respect of the mortgage debt and vehicle loan?

<u>Vehicle Loan</u>

[4] Ms. Irma Haynes is employed by the bank as Financial Solutions Support Associate. She was the only witness in the case. She explained that she is entrusted with responsibility for certain aspects of the Bacchus' transactional relationship with the bank in connection with the referenced mortgage and vehicle loans. Her account was largely set out in her affidavits filed respectively on 10th October 2019 and 17th February 2020. She was cross-examined but her testimony was not controverted under such scrutiny.

[5] Ms. Haynes stated that Mr. and Mrs. Bacchus obtained a consumer loan advance of $10,500.00 from the bank on 31st July 2017. She testified that they executed an Installment Loan Promissory Note in which they promised to repay the loan on demand. The loan attracted interest at the rate of 10.25% per annum. Ms. Haynes did not produce the promissory note. She relied instead on the contents of an affidavit of Andrew Robertson filed on March 6th 2017. Mr. Robertson was not tendered as a witness. No opportunity was afforded to the Bacchuses to cross-examine him.

[6] Ms. Haynes testified further that by letter dated 31st August 2018 the bank made a formal demand to the Bacchuses for payment of the aggregate sums due and outstanding on the mortgage and consumer loans which by then totaled $347,282.00. She indicated that when the bank wrote the demand letter to the Bacchuses, they consolidated the interest on both loans into one for recording purposes. Ms. Haynes testified that the Bacchuses have failed to repay the 'liabilities due on the said Loan Contract Account.' She averred that as at 10th October 2019[2] payments remained outstanding for a period of three months on 'both accounts' (the mortgage account included). She added that the total outstanding balance on September 18th 2019 was $341,337.41. However, she did not say how much of that sum was owed on the consumer vehicle loan.

[7] In her supplemental affidavit, she testified that the outstanding balance on the mortgage was $343,713.05. She made no mention of the consumer loan. The court has not been provided with any materials from which it can ascertain what if any sum remained due and owing on the consumer loan as at February 18th 2020, the trial date. The bank has failed to provide those specifics and has not made out a *prima facie* case against the Bacchuses for any particular sum in respect of the consumer vehicle loan. That aspect of its claim is therefore dismissed.

<u>Mortgage loan</u>

[8] Part 66 of the Civil Procedure Rules 2000 ('CPR') outline the particulars[3] which a claimant in a mortgage claim must provide. The bank in the case at bar has supplied most of the requisite particulars. In this regard, Ms. Haynes indicated that the mortgage loan advance made by the bank to Mr. and Mrs. Bacchus on 28th July 2017, amounted to $331,800.00. She stated that the agreed interest rate was 5.75% per annum. Ms. Haynes testified that the mortgage was repayable by equal monthly installments of $1,939.00, inclusive of interest.

[9] Ms. Haynes averred further that Mr. and Mrs. Bacchus have repaid part of the mortgage debt, the most recent installment having been paid on February 6th 2020 in the sum of $1,767.83. She deposed that as at February 7th 2020, Mr. and Mrs. Bacchus owed a balance of $332,522.76

[2] When her original affidavit was filed.

[3] At rule 66.4.

comprising $291,139.58 and interest of $41,383.18. She requested that the figure claimed in the Fixed Date Claim Form should be adjusted to reflect the reduced balance.

[10] Mr. and Mrs. Bacchus did not refute this account. I accept Ms. Haynes' testimony and am satisfied that the bank has proven its claim for the mortgage debt against Mr. and Mrs. Bacchus. They are individually and jointly liable to repay the outstanding mortgage debt.

Issue 2 - To what remedies is the bank entitled?

[11] Having found that the bank had established its claim on a balance of probabilities, I ordered Mr. Rickson and Mrs. Derissa Bacchus to repay to RBTT Bank Caribbean Limited the sums owed on the mortgage debt, in the amount of $332,522.76, being principal of $291,139.58, interest of $41,383.18 and court fees of $115.00. They were also directed to pay interest on the judgment debt at the agreed rate of 5.75% per annum from the date of judgment until full satisfaction. An order was made for payment of fixed costs of $2000.00 pursuant to CPR 65.4, App. A.

[12] The foregoing summarizes the reasons for the decision. The court is grateful to counsel for their submissions.

Esco L. Henry
HIGH COURT JUDGE

By the Court

Registrar