

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

IN THE HIGH COURT OF JUSTICE

SVGHCV2019/0046

BETWEEN

RBTT BANK CARIBBEAN LIMITED

CLAIMANT

AND

JULIUS PIERRE

DEFENDANT

Appearances:

Mrs. Lakeisha John-Farrell for the claimant.

Mr. Israel Bruce with him Ms. Kensha Theobalds for the defendant.

2019: Jul. 31
Aug. 14

JUDGMENT

BACKGROUND

[1] **Henry, J.:** RBTT Bank Caribbean Limited ('the bank') is a licensed financial institution operating in Saint Vincent and the Grenadines. It provides banking services including loans to members of the public. Mr. Julius Pierre is one of its customers. Mr. Pierre obtained a loan from the bank in April 2004 for the sum of \$56,300.00. He defaulted in repaying it. The Bank brought this claim¹ to recover the balance of the loan sum with interest, penalties, court fees and costs. Mr. Pierre did not dispute the claim. Judgment is accordingly entered for the bank.

ISSUES

[2] The issues are:

¹ By Fixed Date Claim Form filed on 22nd February 2019.

- (1) Whether Julius Pierre is liable to the bank in respect of the mortgage debt? and
(2) To what remedies is the bank entitled?

Is Julius Pierre liable to the bank in respect of the mortgage debt?

- [3] A summary trial was held². Mr. Andrew Robertson is employed by the bank as its Retail Banking Associate. He gave evidence at the trial, on the bank's behalf. He was not cross-examined. His testimony is accepted and established the bank's claim against Mr. Pierre.
- [4] Mr. Pierre secured the loan by way of a mortgage over his property at Petit Bordel. The mortgage was registered by Deed of Mortgage No. 1605 of 2004. Due to Mr. Pierre's non-payment over a period of time, the balance outstanding as at October 22nd 2018 was \$63,242.31. The bank caused its lawyer to write³ to Mr. Pierre demanding repayment of the debt. He failed to do so. By February 13th 2019 the debt had increased to \$62,863.66. Interest was being accrued at the yearly interest rate of 8%. Mr. Pierre's default continued.
- [5] The bank claimed the sum of \$68,050.00 with interest at the daily rate of \$9.24 with effect from the date of the claim. Mr. Robertson was unable to state whether the balance remained the same up to the trial date. I am satisfied that Mr. Pierre is liable to the bank for the full amount owed on the loan with interest and penalty fees. I so find.

Issue 2 - To what remedies is the bank entitled?

- [6] Having established its claim on a balance of probabilities, the bank is entitled to recover its debt at the agreed interest rate of 8%. The associated penalty fees, charges, expenses and legal costs as claimed are also recoverable in accordance with the contractual stipulations in the mortgage and applicable rules of court. The bank indicated and I accept that the principal amount due as at October 22nd 2018 was \$43,663.55, interest of \$18,138.08 and penalty interest of \$1440.68. It claimed penalties of \$1,601.83, court fees of \$115.00, fixed costs of \$1,000.00 and costs, charges and expenses of \$4,071.58, a total of \$70,030.82. Mr. Pierre is ordered to repay those sums. He is also required to pay interest on the judgment in accordance with the law.

² On July 31st 2019.

³ By letter dated 22nd October 2018.

[7] Judgment is therefore entered for the bank in the sum of \$70,030.82⁴ being principal of \$43,663.55⁴, interest of \$18,138.08⁴ and penalty interest of \$1440.68⁴; penalties of \$1,601.83⁵, court fees of \$115.00⁵, fixed costs of \$1,000.00⁵ and costs, charges and expenses of \$4,071.58⁵ with interest at the agreed rate of 8% per annum. Mr. Pierre must pay the bank its fixed costs pursuant to the Civil Procedure Rules 2000 ('the CPR'). The bank has already been credited \$1000.00 based on the sum entered on the claim form. An additional \$500.00 is payable⁶.

ORDERS

[8] It is accordingly ordered:

1. Judgment is entered for the RBTT Bank Caribbean Limited in the amount of \$69,030.82 being principal of \$43,663.55, interest of \$18,138.08, penalties of \$1,601.83, penalty interest of \$1440.68; court fees of \$115.00, and costs, charges and expenses of \$4,071.58.
2. Julius Pierre shall pay to the RBTT Bank Caribbean Limited interest on the judgment debt at the agreed rate of 8% per annum from the date of judgment until full satisfaction.
3. Julius Pierre shall pay fixed costs of \$1500.00 to the RBTT Bank Caribbean Limited, pursuant to CPR 65.4, App. A paragraph (3).

Esco L. Henry
HIGH COURT JUDGE

By the Court

Registrar

⁴ As at 22nd October 2018.

⁵ As at 22nd February 2019.

⁶ Pursuant to CPR 65.4 and Appendix A paragraph (3).