

**COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT
COMMON LAW & EQUITY DIVISION
2018/CLE/GEN/00096**

BETWEEN

FIARNESS LIMITED

Plaintiff

AND

LARRY PHILLIP DAVIS

Defendant

Before: ACTING REGISTRAR *EDMUND TURNER*

Appearances: Mr. Byron Woodside for the Plaintiff; and
Mr. Larry Davis Pro Se.

Hearing Dates: 24th March 2023, 22nd August 2023, 4th December
2023

J U D G M E N T

Acting Registrar TURNER:

Introduction

1. In January of 2018 the Defendant entered the premises of the Plaintiff by breaking down walls surrounding the Plaintiff's property. The Defendant claimed he was the owner of a part of the subject property. On 4th April 2018 an injunction was issued, which stopped the defendant from further destroying the Plaintiff's wall. On 29th January 2018 the Plaintiff commenced an action for trespass

and willful damage to its property. On 3rd December 2021 Justice Ruth Bowe-Darville ruled that the Plaintiff was the owner of lots 54 and 55, Ellis Addition Subdivision as a result of a conveyance dated 1st August 2017 between Sunshine Holdings and the Plaintiff. A declaration was made that the Plaintiff was is not entitled to occupy the subject property. It was also ordered by the said Justice that **‘Damages are to be assessed by the Registrar.’**

Case for The Plaintiff

2. The Plaintiff’s case is simple, i.e. the Court awarded damages to the Plaintiff and now the Plaintiff claims those damages as were pleaded and awarded at trial. i.e.:
 - a. Repair of the Plaintiff’s wall in the sum of **\$16, 825.00**; and
 - b. Wrongful collection from Cable Bahamas Limited of the amount of **\$60,000.00**.
3. As a result, the Plaintiff claims the sum of **\$76,825.00** and **interest** from the date of the Order and costs for the application.

Case for the Defendant

4. It is important to note that in the assessment at hand, the Defendant represented himself, and produced no evidence contrary to the sworn testimony of the Plaintiff in respect to damages claimed by the Plaintiff.
5. In addition to the above, it should be noted that the Defendant did make an effort to amicably resolve the matter at hand by offering vacant land valued in excess of \$300,000.00. The said offer was not accepted by the Plaintiffs.

Conclusion

6. The Court finds that the aforementioned sum regarding repair to the wall concerned is not excessive or unreasonable, and hence the figure of **\$16, 825.00** is allowed.
7. In addition, the sum of \$60,000.00 that was wrongfully collected from Cable Bahamas Limited was never disputed by the Defendant, and hence is also allowed.
8. Considering the above, the Court finds that damages are to be awarded to the Plaintiff in the amount of **\$76,825.00**.

Interest

- 9 The law relating to the payment of interest on judgment debts is the Civil Procedure (Award of Interest) Act, 1992. Section 2 of the Civil Procedure (Award of Interest) Act provides that:

“2. (1)Every judgment debt shall carry interest at such rate as shall be prescribed by rules of court made by the Rules Committee constituted by section 75 of the Supreme Court Act levied under a writ of execution on such judgment:

Provided that nothing in this section shall apply in relation to any Judgment debt upon which interest is payable as of right, whether by virtue of an agreement of otherwise.

10. The rate of interest payable on judgment debts is provided for under Rule 2 of the Civil Procedure (Rate of Interest) Rules, 2008, which provides that:
- a. **“For the purpose of section 2(1) of the Civil Procedure (Award of Interest) Act, the rate of interest is the prime rate of the Central Bank plus two per per centum per annum.”**
11. As of the date, the current prime rate of the Central Bank as published on its website at <https://centralbankbahamas.com> is 4.25% per annum. As a general rule, interest runs from the time the judgment is pronounced-the incipitur rule as was recently affirmed by the Privy Council in **Rajesh Ramsarran v. The Attorney General of Trinidad and Tobago** Privy Council Appeal No. 18 of 2004.
12. Accordingly, interest payable on the damages as taxed is 4.25% per annum plus two per centum per annum which totals 6.25% per annum from the date of the Order being given by Justice Fraser, until payment in full.
13. Interest is accruing on outstanding damages in accordance with the provision of the Civil Procedure (Award of Interest) Rules at the rate of 6.25% per annum since the date of the judgment. Considering the date of judgment is 3rd December 2021, just over two (2) years have passed thus far. Therefore $2.1 \times 6.25 = 13.12$,

$13.12/100 = 0.1312$. Taking the aforementioned figure of **\$76,825.00** and multiplying the same with 0.1312, we get the figure of **\$10,079.44**. Therefore, adding the same to the \$76,825.00 we get **\$86,904.44** interest inclusive.

14. Costs in this matter are to be paid by the Defendant to the Plaintiff by 31st December 2024.

Edmund Turner

Acting Registrar

9th February 2024