

THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

CV 2016-04617

BETWEEN

TRINIDAD AND TOBAGO SECURITY SERVICES LIMITED (“TTSSL”)

Claimant

AND

WATER AND SEWAGE AUTHORITY OF TRINIDAD AND TOBAGO (“WASA”)

Defendant

BEFORE THE HONOURABLE MADAME JUSTICE QUINLAN-WILLIAMS

Appearances:

Claimant: Mr. Fyard Hosein SC.

Ms. Theresa Hadad.

Mr. .Simon De La Bastide.

Defendant: Mr. John Jeremie SC.

Mr. Kerwyn Garcia.

Ms. Sasha Bridgemohansingh.

Ms. Raisa Caesar.

Date of Delivery: 28th July, 2017

DECISION ON INTERIM PAYMENT

INTRODUCTION

1. The Claimant Company is a protective agency incorporated in 1996 and approved by the Ministry of National Security to operate a protective service agency by letter dated the 16th of March 2006.
2. The Claimant Company employed approximately six hundred and seventy seven (677) security officers and up to April 2016, approximately five hundred and fifty (550) of that number were deployed at various locations and sites owned and/or operated by the Defendant Authority. The security officers were either armed and precepted or unarmed with batons.
3. The Claimant Company entered into three written contracts with the Defendant Authority for the provision of security services. The Claimant Company first provided security services from 2008 to 2010 by written contract referenced to the tender WTC 3/2008. The Claimant Company also provided security services to the Defendant Authority during the same period by oral agreements.
4. The contractual agreement pursuant to WTC 3/2008 was extended after its expiration by various letters for the period 1st July 2010 to May 30th 2011. The Claimant Company was paid for the provisions of these security services.
5. Thereafter, the Claimant Company tendered and received a “Letter of Award” dated 11th May 2011 for a two-year contract referenced to tender WTC 14/2010. The Claimant Company was authorized to and commenced providing security services on the 1st of June 2011. Subsequently, this contract was executed on the 25th of August 2011.
6. The contract WTC 14/2010 expired on the 31st of May 2013, but was extended on a month to month basis, by written agreements, until the 30th September 2014. During the subsistence of WTC 14/2010, by oral agreement, there were additional services carried out by the Claimant Company on behalf of the Defendant Authority.
7. Thereafter, the Claimant Company tendered and received various “Letters of Award”. These “Letters of Award” were dated 15th September 2014, 18th February 2015, 13th March 2015 and the final one dated 28th May 2015. These “Letters of Award” were all for a contract referenced to the tender WTC 41/2014. In all the “Letters of Award” the commencing period was stated as the 1st of October 2014.

8. During the period 15th September 2014 to 28th May 2015, from the first “Letter of Award” to the last “Letter of Award”, the Claimant Company provided security services for the Defendant Authority. The contract for WTC 41/2014 was eventually executed on the 22nd July 2015.
9. By letter dated 27th July, 2016 the Defendant Authority terminated the contract WTC 41/2014 and undertook to discuss payment of outstanding sums for services completed subject to the verification of invoices. To date the Claimant Company is claiming that monies are still owing for security services that were provided to the Defendant Authority.
10. The Claimant Company is claiming the sum of **One Hundred and Fifty Seven Million, Seven Hundred and Nineteen Thousand, Three Hundred and Sixty Five Dollars and Four Cents (\$157,719,365.04)** along with damages for breach of contract and interest. The Claimant Company alleges that the Defendant Authority has failed to pay the Claimant Company on a vast number of invoices submitted under WTC 41/2014 for the period March 2015 to December 2015 as well as on a number of invoices for services for the months of January and February 2016.
11. The unpaid amounts under WTC 41/2014 total **Seventy One Million, Six Hundred and Sixty Four Thousand, Six Hundred and Seventy One Dollars and Thirty Five Cents (\$71, 664,671.35)**. It is also alleged that there are unpaid amounts owing under the oral agreements for the period December 2011 to May 2015. The unpaid amounts under the oral agreements total **Twenty Million Eight Hundred and Seventy Thousand, Four Hundred and Forty Nine Dollars and Thirty Cents (20,870,449.30)**.

NOTICE OF APPLICATION

12. By Notice of Application filed on 5th May, 2017, the Claimant Company applied to the Court for Orders pursuant to **Rules 17 (1) (h), 17 (1) (l), 17.5 (1) (d) and Rule 42.2 of the Civil Proceeding Rules 1998** (as amended) (CPR) inter alia that-
 - i. The Defendant Authority do pay the Claimant Company an interim payment on account of the sums claimed in the Amended Claim Form and Amended Statement of Case filed herein in the sum of **Thirty Million Dollars (\$30,000,000.00)**;
 - ii. The Defendant Authority do prepare and file accounts relating to the subject matter of these proceedings;

- iii. Permission be granted to put in and rely upon expert evidence of Anil Seeteeram; and
- iv. The Defendant Authority do pay the Claimant Company's costs of this Application.

THE CLAIMANT'S SUBMISSIONS

13. The Claimant Company averred that there are sufficient facts on the pleadings and on the affidavit evidence to support the grant of an interim payment. The pleadings also render it more probable than not that the Claimant Company will succeed in obtaining judgment for a substantial sum of money from the Defendant Authority.
14. In the Amended Defence filed on the 6th of June 2017, the Defendant Authority sets out the historic approach in making payments on submitted invoices, in particular, that verification was still outstanding and so under the terms of the contract and other terms by implication, the time for payment on submitted invoices had not arrived.
15. The Claimant Company contended that the disputed issues are whether security services were provided pursuant to an oral contact made between the parties. Also issues arise from written contracts WTC 14/2010 and WTC 41/2014. By letter dated 1st July, 2015 the Defendant acknowledged to the Claimant Company's bankers that the sum of **Twenty Six Million, Six Hundred and Twenty Seven Thousand, Four Hundred and Seven Dollars and Five Cents (\$26,627,407.05)** was due to the Claimant Company as at 30th September, 2014. These sums have not been fully paid by the Defendant Authority.
16. The Claimant Company submitted that the Defendant Authority by letter dated the 27th April, 2016 admitted it is indebted to the Claimant Company. The Defendant Authority by this letter also sought to terminate WTC 41/2014 for convenience and undertook to discuss the payment of outstanding sums for services completed subject to the verification of invoices. The Claimant Company contended that this along with the Defendant Authority's memorandum where the Defendant Authority admitted it was in the possession of validated invoices the sum of which totaled over **Sixty One Million, Seven Hundred Thousand Dollars (\$61,700,000)** as at 18th December, 2015 is evidence that the Claimant Company will obtain judgment for a substantial sum of money.
17. The Claimant Company also contended that in the Amended Defence filed on 6th June, 2017 at paragraphs 4 (o), 32 and 35 the Defendant Authority admitted that monies are owed to the Claimant Company and remain unpaid. Further, the Claimant Company

averred that the Defendant Authority has not provided sufficient particulars to the Court to dispute the sums owed. The Defendant Authority in their Amended Defence stated that monies due and owing are not due until the Defendant Authority completes a verification process and this was an implied term in the contract between the parties. The Claimant Company is of the view that this defence has no realistic prospect of success and if proven the verification process must be completed in a reasonable timeframe. The Defendant Authority has made no payment to the Claimant Company in excess of one year which caused the claimant significant prejudice, pecuniary harm and financial damage.

18. The Claimant Company entered into three written contracts with the Defendant Authority each of which stipulated time frames for payment. The Claimant Company submitted that the Defendant Authority despite being the maker of the contract never sought to include an express term in relation to the verification process. The Claimant Company contended that generally contractual terms will not be implied where they have been excluded by expressed terms of an agreement. In this regard the Claimant Company relied on **Chitty on Contract 27th edition Volume 1 paragraph 13-0008**.
19. The Claimant Company has provided the court with an expert in the field of forensic accounting. The Claimant Company pleads that the expert has calculated the sums owed by the Defendant Authority. In the past the court has used expert evidence on an application for an interim payment see **Yip Choy v Angostura Holdings Ltd.**¹
20. The Claimant Company contended that the Defendant Authority cannot deny the existence or enforceability of the oral contracts since the Defendant Authority admitted that monies were paid in satisfaction of invoices issues in respect of the oral contracts. Further, the absence of express documentation does not prevent a contract from coming into existence.
21. The Claimant Company submitted that it has shown that it is likely to obtain judgment for a sum in excess of **Thirty Million Dollars (\$30,000,000)**. Further, the Court can also conclude that it is more probable than not that the Claimant Company would obtain judgment for approximately **Ninety Million Dollars (\$90,000,000)** under the written agreements.
22. The Claimant Company contended that the interim payment of **Thirty Million Dollars (\$30,000,000)** is a reasonable portion of the substantial sum. This sum represents one third of the likely sum to be awarded.

¹ CV 2011-03884

23. The Claimant Company also submitted that the Defendant Authority has made payments to other service providers while failing to settle the monies due to the Claimant Company. As a result, the Claimant Company was kept out of over **One Hundred Million Dollars (\$100,000,000)** since early 2016 and up to this date.

DEFENDANT’S SUBMISSIONS

24. The Defendant Authority submitted that the Claimant Company is not entitled to an interim payment in the sum of **Thirty Million Dollars (\$30,000,000.00)** and the application should be dismissed as:

- i. The Defendant Authority is not liable to pay any sums to the Claimant Company;
- ii. There has been no admission of liability by the Defendant Authority and;
- iii. The Claimant Company has failed to establish that should this action proceed to trial, it will succeed.

25. The Defendant Authority contended that the evidence in this case does not establish that at trial the Defendant Authority would be liable to pay the sums alleged to be outstanding. The Defendant Authority further contended that the breach would only arise when payment becomes due and this would be after the Defendant Authority has completed its verification process. The Defendant Authority submitted that there was either an agreement and/or course of dealing between the parties or it was an implied term of the agreement that the Defendant Authority would pay the sums due on invoices by the Claimant Company only after it was verified. In this regard the Defendant Authority submitted the authority of **Chitty on Contract Volume 1 29th edition at paragraph 13-022:**

“It is, however, clear that a term may be implied in any given case from the circumstances of the parties having consistently on former and similar occasions adopted a particular course of dealing.....”

26. The Defendant Authority averred that while on the face of the contract, payments were contractually due, from the evidence the Claimant Company did not enforce the terms of the contract strictly. Therefore, the Claimant Company’s conduct is suggestive of the fact that it waived its right to demand payment within the allocated time by the contracts. The Defendant Authority is submitting that the course of dealing or the implied term of the contract is that the Defendant Authority would pay after the invoices were verified. The Defendant Authority averred this is a live issue that is central to the disposition of the matter and this is not an issue upon which the court can come to a conclusion that the Claimant Company will succeed at trial. Further, as the Claimant Company waived its

right to payment the Claimant Company cannot now rely on the original terms of the contract. The Defendant Authority is of the view that this is also a live issue that the court cannot conclude at this stage that the Claimant Company will succeed at trial on this issue.

27. The Defendant Authority admitted that the verification process should be done within a reasonable time. Further reasonable time depends on the circumstances that exist. Reasonable time in this instance must be assessed with reference to the following:
 - i. The length of previous verification processes;
 - ii. The debilitating effects of a serious fire, which burnt and destroyed many of the records relating to the Claimant Company's invoices and
 - iii. The size and magnitude of the Claimant Company's claims.
28. The Defendant Authority submitted that there has been no breach of contract since payment has not yet become due. Therefore, the court has to resolve whether the contract has been breached.
29. The Defendant Authority also took issue with Claimant Company's claim that it provided additional security services at the request of the Defendant Authority's security manager with no written contract being issued for this service. The Claimant Company is of the view that an implied term in the oral contracts was that the Claimant Company would be compensated at rates as per the written contracts. The Defendant Authority submitted that at this stage in the proceedings it is impossible for the Court to find that the Claimant Company will succeed at trial on this claim.
30. The Defendant Authority submitted that no admission was made that will allow the court to make an interim payment. The letter of 27th April, 2016 is not an admission of liability to pay as the proposed payment for services completed was subject to the verification of invoices. The Defendant Authority also contended that the letter of 1st July, 2015 is not an admission or an agreement to pay, it only speaks to what the Defendant Authority was doing at that time which was processing claims. The Defendant Authority further submitted that when the letters are construed and the defence is read as a whole it is clear there is not an unequivocal admission of liability.

THE LAW

31. **Rule 17.5 (1) (d) CPR** provides that:-
 - (1) The court may make an order for an interim payment only if-
 - (d) except where paragraph (3) applies, it is satisfied that, if the claim went to trial, the claimant would obtain judgment against the defendant from whom he is

seeking an order for interim payment for a substantial amount of money or for costs...”

32. The UK equivalent to this rule was discussed in the Court of Appeal case of **GKN Group v Revenue and Customs Commissioners**.² In this case Lord Justice Aikens was of the view that three points of constructions arises from this rule:

- i. Firstly, what is meant by it is satisfied that;
- ii. Secondly, what is meant by if the claim went to trial the claimant would obtain judgment for and
- iii. Finally, what is meant by a substantial amount of money.

33. At paragraph 33, 34 and 36 Lord Aikens discussed the first point:

On the first point, it is obvious that the Claimant seeking the Interim Payment has the burden of satisfying the court that the necessary conditions have been fulfilled for it to consider exercising the power to grant an Interim Payment order. An Interim Payment order is one that is obtained in civil proceedings. Whatever conditions have to be satisfied must be the usual standard of proof in civil proceedings unless there is an express indication in a statute or rule of court to the contrary..... In the case of an application for an Interim Payment order under CPR Pt 25.7(1)(c), of course, the Claimant has to satisfy the court on a balance of probabilities about an event that has not, in fact, occurred; that is, that if the claim went to trial, he would obtain judgment (and for a substantial amount of money).

That leads on to the next and more important question: of what does the Claimant have to satisfy the court? To which the answer is: that if the claim went to trial, the Claimant would obtain judgment for a substantial amount of money from this Defendant. Considering the wording without reference to any authority, it seems to me that the first thing the judge considering the Interim Payment application under para (c) has to do is to put himself in the hypothetical position of being the trial judge and then pose the question: would I be satisfied (to the civil standard) on the material before me that this Claimant would obtain judgment for a substantial amount of money from this Defendant.

34. At paragraph 38 the Court discussed the second point. In this paragraph Lord Aikens stated:

The second point is what precisely is meant by the court being satisfied that, if the claim went to trial, the Claimant “would obtain judgment for a substantial amount of money”? In my view this means that the court must be satisfied that if the claim were to go to trial then, on the material before the judge at the time of

² [2012] EWCA Civ 57

the application for an Interim Payment, the Claimant would actually succeed in his claim and furthermore that, as a result, he would actually obtain a substantial amount of money. The court has to be so satisfied on a balance of probabilities. The only difference between the exercise on the application for an Interim Payment and the actual trial is that the judge considering the application is looking at what would happen if there were to be a trial on the material he has before him, whereas a trial judge will have heard all the evidence that has been led at the trial, then will have decided what facts have been proved and so whether the Claimant has, in fact, succeeded.

In the latter case, as Lord Hoffmann makes plain in Re B ([\[2008\] AC 561 at 2](#)) if a judge has to decide whether a fact happened, either it did or it did not: the law operates a “binary system” and there is no room for a finding that it might have happened. In my view the same is true in the case of an application under CPR Pt 25.7(1)(c). The court must be satisfied (to the standard of a balance of probabilities) that the Claimant would in fact succeed on his claim and that he would in fact obtain a substantial amount of money. It is not enough if the court were to be satisfied (to the standard of a balance of probabilities) that it was “likely” that the Claimant would obtain judgment or that it was “likely” that he would obtain a substantial amount of money.

35. The final point was discussed at paragraph 39. Lord Aikens stated:

Next there is the question of what is meant by “a substantial amount of money”. In my view that phrase means a substantial, as opposed to a negligible, amount of money. However, that judgment has to be made in the context of the total claim made. What is a substantial amount of money in a case where there is a comparatively small claim may not be a substantial amount when the claim is for a much larger claim. It may be that in very small claims an Applicant could never satisfy the court that, even if it obtained judgment, the amount of money it would obtain would be “substantial”. But that is not this case and each must be decided on its facts.

IS THE COURT SATISFIED, ON A BALANCE OF PROBABILITIES, THAT IF THE CLAIM WENT TO TRIAL THE CLAIMANT WOULD OBTAIN JUDGMENT FOR A SUBSTANTIAL AMOUNT OF MONEY

36. To determine this question I have considered what the disputed and undisputed facts are in this case as pleaded.

Undisputed Facts

37. In my view the following facts are undisputed:

- i. The Claimant Company and the Defendant Authority had a long standing contractual relationship for the provision of security services supplied by the Claimant Company to the Defendant Authority;

- ii. The Claimant Company and the Defendant Authority entered into written contracts WTC 14/2010 and WTC 41/2014;
- iii. The Claimant Company supplied security services to the Defendant Authority on oral agreements;
- iv. The Defendant Authority by letter dated 27th April, 2016 terminated the contract of the Claimant Company for convenience. In this letter the Defendant Authority also stated “*kindly be advised that the Authority will continue to discuss with you payment of any outstanding sums for services already completed under the captioned contract, subject to the verification of invoices*”;
- v. The Claimant Company submitted invoices for the security services provided. These invoices are still to be verified by the Defendant Authority;
- vi. The Defendant Authority sent a letter to First Citizens Bank (the Claimant’s Bank). This letter was dated 1st July 2015. In this letter the Defendant Authority stated:-
“*The Defendant is in the process of processing outstanding payments up to 30th September, 2014 due to TTSL in the amount of- Invoices for security services \$26,627,407.05, and*”
- vii. At paragraph 43 of the Defence, the Defendant Authority admitted that this letter acknowledged that the Defendant Authority owed the Claimant Company this sum of money, “*The defendant acknowledge that it owed the Claimant outstanding payment as at September 30, 2014 in the amount of \$26,627, 497. 04*”.

Facts in Dispute

38. In my view the following facts are in dispute:
- i. Whether the Defendant Authority breached some terms of the contract;
 - ii. Is there an implied term of verification in the contract;
 - iii. Has the Claimant Company waived its right to enforce payment, at this time, under the contract;
 - iv. When is payment due under the contract, and
 - v. Is it an implied term in the oral contracts that the Claimant Company would be compensated as per the written contract?
39. In this case there are a number of factual disputes. However, I am satisfied on the information before me that the Claimant Company would obtain judgment for a substantial amount of money from the Defendant Authority. This is regarding the Claimant Company’s claim for monies owed pursuant to the written contracts. In this case the Claimant Company would be able to prove that both parties entered into written

contracts and the Claimant Company provided security services for the Defendant Authority.

40. Considering the undisputed facts, particularly the letter to First Citizens Bank (the Claimant's Bank) dated 1st July 2015 and written by Gerard Mathura Director, Finance (ag) and that in the Amended Defence, the Defendant Authority admitted that this letter acknowledged that the Defendant Authority owed the Claimant Company this sum of money, the court is satisfied that if this claim went to trial, the Claimant Company would obtain judgment for a substantial sum.
41. The Court is also fortified in its opinion by the Defendant Authority's letter dated 27th April, 2016 terminating the contract of the Claimant Company for convenience. In this letter the Defendant Authority also stated "*kindly be advised that the Authority will continue to discuss with you payment of any outstanding sums for services already completed under the captioned contract, subject to the verification of invoices*".
42. The Defendant Authority has submitted that they have not breached the contract as there is an implied term that invoices must be verified before payment. I agree with the submission of the Claimant Company that even if the court is of the view that this has become an implied in the contract, the verification process must be carried out within a reasonable period. From the contractual relationship between the parties and their usual pattern of executing contract, the verification process is to allow the Defendant Authority an opportunity to review the invoices and raise queries on the invoices submitted. The verification process starts with the premise that the Claimant Company performed a service and is owed money for that service. Verification – as outlined by the Defendant Authority is not to determine if money is owed – rather how much is owed. In this case there are invoices that remain outstanding from as early as 2010. This in my view, cannot be considered a reasonable time for verification thus denying the Claimant Company the opportunity to receive an interim payment.
43. The contractual arrangement surrounding any oral contracts between the Claimant Company and the Defendant Authority are much more complicated and the Court has not relied on these contracts in deciding on the issue of an interim payment.
44. In view of the foregoing I am satisfied that the Claimant Company would obtain judgment for a substantial sum of money, for the unpaid sums for services rendered pursuant to the written agreements WTC 41/2014 and WTC 14/ 2010.

SHOULD THE COURT EXERCISE ITS POWER AND ORDER AN INTERIM PAYMENT

45. Where the Court has the power to order an interim payment. The Court should make this order unless there is a specific reason not to do so.

Reasons in favour of making the interim payment order

- i. The litigation may take some time before it is finalized;
- ii. There are outstanding invoices dating back to 2010;
- iii. The Claimant Company's financial position;
- iv. The Claimant Company's outstanding wage liability in respect of employees who were deployed at the Defendant Authority locations for the periods ending on 26th April, 2016.

Reasons against ordering making the interim payment order.

- i. The Defendant Authority wants an opportunity to verify the invoices submitted by the Claimant Company.
46. Having considered the reasons for and against the exercise of the court's power to order an interim payment, the reasons for so ordering far out weight the reason against so ordering. In the instant circumstances, I would exercise my discretion to order an interim payment.

WHAT AMOUNT SHOULD BE PAID

47. The opinion of Anil Seetaram is that the sum of **Twenty One Million, Two Hundred and Eighty Five Thousand and Twenty Six Dollars and Eighty Five Cents (\$21,285,026.85)** (inclusive of VAT) is the sum outstanding and due to the Claimant Company by the Defendant Authority for the services performed under the WTC 14/2010 Written Agreement. The sum of **Seventy One Million, Six Hundred and Sixty Four Thousand, Six Hundred and Seventy One Dollars and Thirty Five Cents (\$71,664,671.35)** (inclusive of VAT) is the sum due to the Claimant Company by the Defendant Authority for services rendered and performed under WTC 41/2014 Written Agreement. In total this would amount to **Ninety Two Million, Nine Hundred and Forty Nine Thousand, Six Hundred and Ninety Eight Dollars and Twenty Cents (\$92,949,698.20)**. This is the opinion provided by the expert as to the amount owing under the written contracts.
48. There was an application to accept Anil Seetaram as an expert witness. However, based on the undisputed facts and what the court considered to be the admissions of monies owing to the Claimant Company, the issue of an expert's opinion as to the sums owing is

not a relevant issue requiring determination at this time. The court accepts that at the trial of the disputed issues including the resolution of issues under any oral agreements, an expert's opinion may become relevant. At this stage of the proceedings and for the resolution of the issue of whether an interim payment, an expert's opinion is not relevant.

49. The Claimant Company has applied for an interim payment of **Thirty Million Dollars (\$30,000,000.00)**. The court is satisfied on a balance of probabilities – at this stage of the proceedings and with the evidence before the court, that the Claimant Company will easily be able to prove the contracts WTC 14/2010 for **Twenty One Million, Two Hundred and Eighty Five Thousand and Twenty Six Dollars and Eighty Five Cents (\$21,285,026.85)** and WTC 41/2014 for **Seventy One Million, Six Hundred and Sixty Four Thousand, Six Hundred and Seventy One Dollars and Thirty Five Cents (\$71,664,671.35)**. An interim payment in the sum of **Twenty Seven Million, Eight Hundred and Eighty Four Thousand, Nine Hundred and Nine Dollars and Forty Cents (\$27, 884,909.40)** will meet the justice of this case.

APPLICATION FOR THE TAKING OF ACCOUNTS

50. The Claimant Company applied for an order that the Defendant Authority do prepare and file accounts relating to the subject matter of these proceedings. The court considered the case of **Torlonia v Wright³ [2016]** particularly at Paragraph 19 – In this claim, there is no accounting relationship between the parties. While the class of relationships that may be defined as having created accounting relationships isn't closed [see **Southern Equity PTY Ltd V Timevale PTY Ltd⁴**], the court is satisfied that the relationship between these parties is a clear contractual one. This relationship has not created an accounting relationship between them and so the application for the Defendant Authority to prepare and file accounts is refused.

IT IS HEREBY ORDERED THAT:

1. The Defendant Authority do pay the Claimant Company an interim payment in the sum of **Twenty Seven Million, Eight Hundred and Eighty Four Thousand, Nine Hundred and Nine Dollars and Forty Cents (\$27, 884,909.50)**;
2. The interim payment is to be made in two equal payments of **Thirteen Million, Nine Hundred and Forty Two Thousand, Four Hundred and Fifty Four Dollars and Seventy Cents (\$13, 942, 454.70)**;

³ [2016] NSWSC 11139

⁴ [2012] NSWSC 15

3. The first payment is to be made on or before the 28th of August 2017;
4. The second payment is to be made on or before the 28th of September 2017;
5. Interest on the sum of **Twenty Seven Million, Eight Hundred and Eighty Four Thousand, Nine Hundred and Nine Dollars and Forty Cents (\$27, 884, 909.40)** at the rate of 5%⁵ from the date of this order until the judgment is satisfied;
6. Cost of this application to be assessed in default of agreement; and
7. The matter is adjourned to the 8th of December 2017 POS 08 at 9:30am.

Leave to appeal is granted to Defendant pursuant to Supreme Court of Judicature Act Chap. 4:01 Section 38.

Avason Quinlan-Williams
Judge

⁵ The court in the oral delivery of its decision, stated the interest as 12%, however the Remedies of Creditors (Amendment) Act No. 8 of 2016 has substituted the previous statutory rate of interest of twelve per cent for five percent.