

SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS AND ST. JOHN

MELVIN HUGGINS,	)	
	)	
Plaintiff/Petitioner,	)	
On Review	)	
	)	
vs.	)	CASE NO. ST-14-SM-55
	)	
ANTONIO RABSATT,	)	
	)	
Defendant/Respondent	)	
On Review.	)	
	)	

MEMORANDUM OPINION

Pending before the Court is Petitioner Melvin Huggins' petition for review challenging an Order issued by the Magistrate. For the following reasons, the Magistrate's Order will be affirmed.

FACTUAL AND PROCEDURAL HISTORY

On February 6, 2014, Petitioner filed a complaint with the Magistrate Division, and a hearing was held on February 25, 2014. At the hearing, Petitioner testified that he had purchased a truck with significant body damage from a third party. In exchange for \$200.00 in labor costs, Petitioner hired Respondent, a mechanic, to remove the damaged body from the frame of the truck so that Petitioner could sell the rest of the truck to a prospective buyer. Petitioner paid a wrecker to deliver the truck to Respondent's property to perform the job, but Respondent never delivered the remainder of the truck as agreed upon.

In contrast, Respondent testified that Petitioner gave him the truck as a gift to settle a previous debt Petitioner owed him. In addition, Respondent indicated that Petitioner

wanted the truck removed from Petitioner's residence because Petitioner's landlord was complaining about the damaged truck being on the property.¹

In a written Order entitled "Findings of Fact and Conclusions of Law" that was issued on March 4, 2014, the Magistrate outlined the stories of the parties and found that the parties "told separate and diametrically opposed stories" and that "both parties [were] credible witnesses."² Because the Magistrate could "not determine which party ... [presented] ... the more credible story,"³ the Magistrate found in favor of Respondent, given that Petitioner ultimately carried the burden of proof by a preponderance of the evidence. Petitioner filed a notice of appeal on April 1, 2014.

STANDARD

The Appellate Division of the Superior Court "has jurisdiction to review judgments and orders issued by a Magistrate, as a result of the Magistrates' exercising their original jurisdiction as provided for at 4 V.I.C. § 123."⁴ The Superior Court reviews a Magistrate's factual determinations for "clear error"⁵ and legal findings are "afforded plenary review."⁶

ANALYSIS

Petitioner's petition was not filed in accordance with Superior Court Rule 322.1(b)(2), which provides that "[p]etitions for review ... must be filed with the Clerk of

¹ Hearing Transcript, at pages 48 and 49.

² Findings of Fact and Conclusions of Law, at page 5.

³ *Id.*

⁴ *Payne v. Lehtonen*, 55 V.I. 286, 289 (Sup. Ct. 2011).

⁵ Findings of fact are "clearly erroneous where they are "completely devoid of minimum evidentiary support or bear[] no rational relationship to the supportive evidentiary data." *Cascen v. People of the Virgin Islands*, 60 V.I. 392, 417, 2014 V.I. Supreme LEXIS 3, 43, 2014 WL 68882 (VI. 2014) (quoting *Yusuf v. Hamed*, 59 V.I. 841, 857, 2013 WL 5429498, at *7 (V.I. 2013)).

⁶ Super. Ct. R. 322.3(b). "Plenary review means applying the same legal standard as the trial court to the same record." *Henry v. Dennery*, 55 V.I. 986, 991 (V.I. 2011).

Court within ten (10) days after entry of the order sought to be reviewed ...[and the] time for filing a petition for review may not be extended.” However, the Supreme Court of the Virgin Islands has determined “that time limits set exclusively by court rules are mere claims-processing rules which do not affect a court's subject-matter jurisdiction even if they may result in dismissal if violated.”⁷ “A claims processing rule is a procedural requirement that ... is subject to waiver [and] can ... be forfeited if the party asserting the rule waits too long to raise the point.”⁸ In addition, a claims processing rule “may be equitably tolled or judicially modified.”⁹ Respondent did not file a response challenging Petitioner’s untimely filing and, as a consequence, waived the argument to dismiss this case based on Superior Court Rule 322.1(b)(2).

Turning to the Magistrate’s Order, the Supreme Court of the Virgin Islands has determined that Superior Court Rule 65 “[c]learly contemplates an entry of findings of facts¹⁰ upon entry of a judgment in small claims matters.”¹¹ Similarly, Federal Rule of Civil Procedure 52 states that “[i]n an action tried on the facts without a jury or with an advisory jury, the court must find the facts specially and state its conclusions of law separately.” Notwithstanding, “compliance with Rule 52 is not jurisdictional and the appellate court may decide the appeal without further findings if it feels that it is in a position to do so.”¹²

⁷ *Bryan v. Gov’t of the Virgin Islands*, 56 V.I. 451, 455-456, 2012 V.I. Supreme LEXIS 22, *7, 2012 WL 882532 (VI. 2012). See also *Vazquez v. Vazquez*, 54 V.I. 485, 489-90 (V.I. 2010).

⁸ *Bryan*, 56 V.I. 455-456.

⁹ *Public Empl. Rel. Bd. v. United Indus. Workers-Seafarers Int’l Union*, 56 V.I. 429, 434, 2012 V.I. Supreme LEXIS 19, *8 (VI. 2012).

¹⁰ Black’s Law Dictionary defines a “finding of fact” is a “determination by a judge ... of a fact supported by the evidence in the record.” Black’s Law Dictionary (Eight Ed. 1999).

¹¹ *Spencer v. Navarro*, 2008 V.I. Supreme LEXIS 18, *6-8, 2008 WL 6054262 (VI. 2008).

¹² *DeFraitess-Bergin v. Bd. of Dirs. of Burnett Towers Condo. Ass’n*, 2008 V.I. Supreme LEXIS 22, 4, 2008 WL 4449917 (VI. 2008).

An “appellate court will determine the appeal without further elaboration by the trial judge if the record sufficiently informs it of the basis of the [trial] court's decision of the material issues in the case ...”¹³

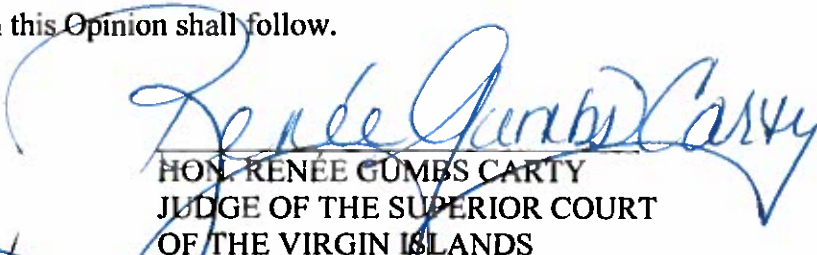
The Magistrate’s Order lacks findings of fact pertaining to each of the elements of Petitioner’s breach of contract claim.¹⁴ However, the Court finds that this error is not grounds for reversal. The Magistrate found that Respondent was credible in his articulation of his gift defense, and in effect found that Petitioner failed to demonstrate, by a preponderance of the evidence, that the parties had an enforceable contract. Because the record informs this Court of the basis of the Magistrate’s decision on the material issues in the case, the Magistrate’s Order will be affirmed.

An Order consistent with this Opinion shall follow.

Dated: September 7, 2016

ATTEST: Estrella George
Acting Clerk of Court

by: Donna D. Donovan
Donna D. Donovan
Court Clerk Supervisor 9/7/2016


HON. RENÉE GUMBS CARTY
JUDGE OF THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

¹³ *Id.*

¹⁴ To establish a breach of contract claim, there needs to be a showing that “a contract existed, that there was a duty created by that contract, that such duty was breached, and that [the claimant] suffered damages as a result.” *Chapman v. Cornwall*, 58 V.I. 431, 437, 2013 V.I. Supreme LEXIS 20, 6, 2013 WL 2145092 (VI. 2013).