Determining the Protection Mechanisms of Banker's Advances within the CEMAC Zone: A Cameroonian Experience

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Abstract

It is usual nowadays that one of the principal activities of a bank is to grant advances to the public either on short, medium or long term basis. These advances or loans are seen to constitute a vital source of revenue or profit for a bank, and as such define the very nature and purpose of the banking business. However, credits or advances granted constitute a risky venture for banks, reason being that the advance granted may not be reimbursed when they become due or mature. This is generally the case when the debtor runs insolvent, dies, absconds, or is delinquent or simply unwilling to repay the advance. In any of these circumstances, the bank will find it difficult to recover its debts, if special measures were not put in place at the time the advance or loan was given out. This might even cause the financial distress or liquidation of the bank if the situation is not properly salvaged on time. The aim of this work therefore is to determine the legal and practical mechanisms put in place for the protection of banker's advances and to advice on the strengthening of same by bringing out recommendations that will render the protection mechanisms of banker's advances more efficient and feasible. In carrying out this research work, the doctrinal method of legal research was engaged, drawing from primary and secondary sources of data. This study reveals that bankers sometimes face difficulties with regards to their advances especially during recovery which eventually affects the entire running of the bank. This practically stems from lack of proper implementation or compliance with the laws and regulations in force, textual lapses and ambiguities in some of the laws and regulations, insider lending, just to name but a few. It is therefore recommended inter alia that, bankers should strictly observe and adhere to the mechanisms put in place for the protection of their advances so as to guarantee a much better

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level of stability and sustainability within the banking sector, and more precisely to guard against credit risk or financial distress faced by banks upon customers' default.

***Keywords*:** Protection, Banker, Advance, Security, Recovery, Granting, Law

Introduction

The world today is in a continuous process of evolution. Before the advent of the banking system which exists today, there were different mechanisms used by individuals, companies and other entities to establish a means of saving money, which in turn could be withdrawn on subsequent basis. Because of the need for major financiers in most economies today, virtually every business and individual have a credit relationship with a financial institution, especially banks. Some rely on periodic short term loans to finance temporal working capital needs. Others primarily use long term loans to finance capital expenditure, new acquisition or permanent increase in capital. Regardless of the type of loan, all credit request mandate a systemic analysis of the borrower's ability to repay when due. Banks are therefore institutions which can carry out all banking activities such as the reception of deposits from the public, the granting of credits, deliverance of guaranties in favour of other credit establishments, as well as putting at the disposal of the customer means of payment or their management[i]. It could equally be considered to be an establishment whose activity is to receive funds from the public in the form of deposits, with view to carrying out discount and credit operation, investment and other financial transactions[ii].

Because of the numerous services banks provide, their importance in a given economy can thus not be underestimated nor overemphasized. They play a major role in the management and safeguard of finances or funds deposited with them by the public. They also contribute to economic development by granting advances and providing other essential services to customers which in turn boost economic activities and the financial stability of any given country, as well as improving social living conditions of individuals, inter alia[iii].

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Moreover, since advances granted by banks are indispensable to the banking business, every bank will want to ensure that such advances are capable of being reimbursed when the deadline for repayment is due. But considering the rather unpredictable state of some customers and especially when a valid security was not furnished to guarantee the loan, banks may not be able to receive timely repayment of such advances or loans thereby forestalling the discharge of the bank debt due from the customer. This is more evident when huge sums of loans are granted to particular customers out of the funds of other depositors. When this happens and repayment is not met by the customer, the financial state of the banks will be limping as savings of smaller customers will be compromised or adversely affected by the situation, which may eventually plunge the bank into some liquidity crisis. In the light to avoid such a scenario where the solvency and survival of the bank is being threatened, the protection of banker's advances is therefore necessary, be it in the loan granting process or in the recovery stage of such advances.

Several efforts have been made within the CEMAC[iv] Zone and Cameroon in particular to protect banker's advances and to regulate the activity of bank lending. This has been done through some statutory and regulatory provisions thereto, such as the various COBAC[v] regulations, especially those dealing with prudential norms, the 1985 Ordinance relating to the operation of credit establishment, Law no 2019/021 of 24 December 2019 to lay down certain rules relating to credit activity in the banking and micro-finance sectors in Cameroon and the OHADA[vi] Uniform Act Organizing Securities. Although these enactments exist to ensure conformity and regularity in the loan granting process engaged by banks, and to propel recovery of bank advances, it is rather disheartening to find out that, when these banks grant advances or loans to customers, repayment becomes difficult for some of these customers to comply with or fulfill, either because they subsequently run insolvent or due to their unwillingness to pay off their bank debts. The situation is even made worst when the debtor dies or absconds without any security put in place to recover debts due the bank. In the same vein, bankers could be to some extent blamed for some of these financial hurdles embodying their advances because some do not even regard prudential standards or security dispositions before granting advances or loans to customers, either because of their laxity to take up a security contract, or because the law on that doesn't clearly spell out such provision and its modalities therein.

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The non - respect of this obligation of repayment by some unscrupulous or recalcitrant customers, and the imprudent nature of some bankers in exercising caution when granting advances plunge banks into some financial difficulties, as their liquidity maybe tampered with, thereby causing a downward trend of cash flow. Further, if such financial crisis persist or is more than usual, it may even force the liquidation or winding up of the bank, which in turn has repercussions within the banking sector and the economy at large. This difficulty is further compounded by the fact that there exist textual lapses and ambiguities in some of the laws intended to protect banking activities. To this effect, the 1992 Convention on the Harmonization of Banking Regulations in Central African States which we expect to have provided guarantees to protect bank advances is silent on this issue as it doesn't provide for any security disposition for the recovery of bank loans when the bank is a going concern[vii]. It will also interest us to note that although the 1985 Ordinance[viii] on the operation of credit establishments in Cameroon provides for a security disposition, it equally has some shortcomings in the sense that it makes use of a discretionary *may* instead of a mandatory *shall*[ix]. This further creates complexity as it leaves it optional for banks to ask for property to be mortgaged in its favour when loans are granted to customers. No wonder that some unscrupulous bank managers granted huge sums of money without bothering to ask for security from the beneficiaries in the form of mortgage of property. This partly explains why Credit Agricole that went into liquidation on the 4th July 1997 with unpaid bank loans of 56,429,739,069 CFA francs could recover only 5,583,702,383CFA francs from debtors as of the 30th of May 1999. The sum unrecovered by this date stood at 51,942,082,170 CFA francs. Had it been that the law was made mandatory as to warrant customers to furnish securities before loans are accorded, the situation could have been different[x]. In effect, the bone of contention here is therefore based on the financial distress or difficulties banks face when customers are unable to discharge their bank debt. This is generally as a result of the ineffective implementation of the mechanisms put in place to protect bank advances, which stems from the loopholes and ambiguities in some laws aimed at regulating banking activities, and also due to the unscrupulous nature of some banker's in adhering to the measures put in place to protect their advances. Thus, this paper sets out to determine the mechanisms for protection during the granting of banker's advances (I) and the mechanisms during the recovery of such advances (II)

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Mechanisms for protection during the Granting of Banker's Advances

The idea of banker's advances is considered to be indispensable to the banking business. Since these advances constitute a vital aspect and source of revenue or profit for credit establishments, there is consequently the necessity for precautions or safeguards to be instituted with the aim of protecting banks in carrying this operation. Throughout the years, banks have faced several challenges in the course of their dealings with the public. These challenges are mostly apparent when they grant advances to customers and such customers default repayment of the advance on due date. This has the effect of putting the bank into some kind of credit risk which if not managed properly may prone the establishment into liquidation. Kuppe E.F therefore holds that credit risk is a "*potential financial loss resulting from the failure of customers to honour fully the terms of the loan or contract.*"[xi] When clients enter into a loan contract with the bank and fail to honour what is in it then it constitutes credit risk for the bank.[xii] It is for this reason that our effort is to determine and evaluate the mechanisms or measures through which banks can protect their advances during the loan granting process in ensuring that their liquidity and/or solvency is not affected even at such time when the customer defaults repayment of the bank loan. In this light, the first part of this work centers on the mechanisms of protection during the granting of banker's advances, in a bid to avoid dire consequences arising from adverse customer action or breach of repayment obligation or reimbursement by the customer. Following this reasoning, it shall therefore be worthwhile to examine the eligibility conditions for bank loans and the observance of prudential norms by banks (A), and further look at the various security dispositions in the loan granting process and the challenges to the recovery of bank advances (B).

Eligibility for bank loans and the observance of prudential norms by banks

In considering eligibility for bank loans as a protective measure during the granting of bank advances, banks must take into account some eligibility conditions before granting loans. This factor must be upheld so as to permit easy assessment of the customer's ability to repay the loan. This is therefore a device that can be used by banks to protect itself during the loan granting process. This has can be achieved by considering some general conditions or practical mechanisms for granting loans by banks[xiii] and even looking at the eligibility requirements under the 2019 Law on Credit Activity in the Banking and Microfinance Sectors in Cameroon.

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Eligibility for personal and business loans

The criterion here is simply one that tells whether the customer is fit to be granted the advance or not. The bank will have to assess the customer properly before issuing out a loan. As far as personal loans is concerned, the procedure demands that the bank looks into or examines the credit score of the applicant, current income and expense, employment history and repayment history of the customer.

In granting advances to the public, the bank has to check the credit score[xiv] of the customer before issuing out the advance. It is an important factor in determining the customer's loan eligibility and the rate of interest to accompany the loan. The bank must make sure the customer's score[xv] is as strong as it can possibly be. It gets each credit report and checks for and addresses errors that might impact the score. The credit card issuer might give access to a free credit score.

The loan applicant can give his score a quick boost by paying off a portion of the debt and asking for a credit limit increase on current cards. Both of these actions improve the applicant's credit utilization ratio, the amount of debt he has decided by his credit limit which can account for up to 30 percent of his credit score.

Another factor the bank will look at is the customer's current income and monthly expenses.[xvi] Even if the customer makes a substantial amount of money, the bank looks at how much debt he is responsible for on things like credit cards, car loans and mortgages. The bank might also consider applicant's regular monthly bills, alimony and child support. The bank uses the income to determine borrower's debt-to-income ratio, which equals his monthly debt payment, divides by the gross monthly income. For example, a borrower with 200,000FCFA in monthly income and 20,000fcfa in monthly debt payments has a DTI ratio of 10 percent. Lenders like to see a DTI ratio of no more than 43 percent, which is the maximum mortgage lenders allow their applicants to have. Do not confuse a DTI ratio with a loan-value ratio; your LTV ratio is your mortgage loan amount divided by your home's purchase price or appraised value.[xvii]

Banks also want to see an established proof of an ongoing income and employment stability.[xviii] Applicants who change jobs frequently or are self- employed pose bigger risk for banks. A good employment history does not necessarily mean you have stayed with the same company

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for several years. Rather, banks want to see that the customer has stayed in the same line of work and that your line of employment has been stable. Self-employed applicants receive closer scrutiny by banks. You will need to provide more in-depth information to establish a history of reliable income if you work for yourself.

In addition to checking the customer's credit score, banks would also want to check the credit history and loan repayment history of the loan seeker.[xix] Unpaid debts can linger on your credit score for up to seven years, which can hurt your score and affect your loan eligibility. It is advised that customer should try to lessen the impact of late payments by writing a goodwill adjustment letter to creditors asking them to remove late payment records. On the other hand, when business loans or advances are concerned, the bank has to be assured that the following requirements are met;

In considering the eligibility for business loan, banks may have to inquire about the purpose of the loan. While some lenders don't have usage restricting, most will want to know how the customer intends to spend it. For instance, some business experience resistance from banks when they apply for loan to reduce existing debts. In comparison, banks usually approve of businesses using loans for the following reasons; improve cash flow, purchase equipment, pay for expansion projects, purchase inventory, use of payroll. Do not worry about a bank critiquing how you want to spend your loan. Business owners often prefer to work with alternative business lenders for this reason; they can use their funding however they decide, instead of having to spend it on one specific, pre-approved count.

When reviewing the customer's loan application, banks will consider how much business experience the applicant has. If he has owned a business for years and have managed his company's finances responsibly, this will be in his favour. In comparison, if you have recently opened your business, or have struggled financially, this could be detrimental. Ultimately, bankers will be more likely to approve your application if they think you will remain successful after receiving your loan. If there isn't confidence that he can submit your monthly payments on time and in full, you probably won't get approved.

When applying for a bank loan, the customer or applicant might be asked to submit his business plan.[xx] Although it may seem tedious, the customer's business plan can help the bank determine

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the right loan amount and term for him. Before submitting the business plan, the customer must make sure that it accurately reflects his business finances, goals and other relevant information. The applicant might even benefit from having a fellow entrepreneur review it, so that they can provide feedback.

Even though the applicant will be borrowing money for his business, some personal information could affect his ability to qualify for the loan. As we mentioned in the previous section, the customer's personal credit score will affect his eligibility. In addition, banks usually also request the following information in the application: address, criminal record, information on your education, tax returns, financial statement, assets, personal loan balances.

Another factor banks must consider is the taking of collateral for loans.[xxi] Even if the applicant's business or personal credit history falls below bank loan requirements, he could still receive financing by submitting collateral. Banks define collateral as business or personal property that you put up to guarantee the repayment of a loan. The bank will match collateral with the value of the loan the customer wants to obtain. For larger loans, banks typically seek structural collateral such as a home or an office. For business collateral, lenders also consider equipment and inventory other forms of collateral include automobile, expensive jewelry, and high end antiques. The expected useful life of your collateral must match the lifespan of the loan.

In addition to personal financial information, banks will also want to consider the applicant's business financial statements.[xxii] The amount of statements will vary depending on the bank that has been applied to. Most banks will require a balance sheet, profit and loss statements, cash flow statements, income statements, and other financial projections. In addition, they will analyze business's bank account balances. Once submitted, the bank will analyze the document to determine whether the applicant is a strong loan candidate.

The primary financial concern for banks when it comes to accepting applicants involves business cash flow.[xxiii] In other words, does your business generate enough cash flow to repay a bank loan on time? To determine this, the bank will ask you to present information about your primary business cash resources. Most banks understand that managing cash flow is a common challenge for business owners, especially entrepreneurs that own seasonal businesses.

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Eligibility requirements for granting credit under the framework law on credit activity in the banking and microfinance sectors in Cameroon

Cameroon has made efforts in guiding banks and microfinance institutions during granting advances to the public by prescribing some fundamental rules for the process through the passing of Law no 2019/021 of 24 December 2019 to lay down certain rules relating to credit activity in the banking and microfinance sectors in Cameroon.[xxiv] This law has indeed been another fine piece of legislation aimed at protecting and regulating credit activity. It therefore sets out the conditions for the conclusion of a loan transaction, obligations of the parties concerned and liabilities in the event of non-repayment.[xxv] In this regard, the law applies to credit institutions operating within the territory of Cameroon, borrowers and customers/members of credit institutions and microfinance institutions operating within Cameroon and to loan transactions concluded between one or more customers/members and credit providers operating in Cameroon.[xxvi] According to the law, the conditions for granting credit differ depending on whether it is a natural person or a legal entity. These requirements are seen below;

With regards to natural persons, the law provides that any natural person who applies for a loan must provide the institution or credit provider[xxvii] with information on his or her financial situation required to assess their repayment capacity, notably;[xxviii]

- His or her monthly pay slips(s) if he or she is employed, and possibly that of his or her spouse
- Information on any income from investments (rents or financial income)
- Where applicable, copyright, royalties, alimony received, disability pensions
- A declaration of assets
- The monthly repayment installments of current loans (mortgage, car loans, consumer credit, etc).
- The amount of rent, including rental charges if he/she is a tenant.

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- The maintenance charges for building and the property tax if he/she is an owner
- The amount of any alimony and other compensatory benefit payable by him
- Wage garnishment and other deduction resulting from a conviction
- The existence of revolving loans
- Various taxes and duties
- Insurance premiums, including an estimate of those likely to be added if the credit applied for is granted.
- Any other information that may inform decision of the reporting institution or credit provider.

With regards to legal persons, the law provides that any legal person applying for a loan is also required to provide the reporting institution with information on its financial situation intended to assess their repayment capacity. This includes mainly;[xxix]

- Balance sheets, income statement and loss accounts for the last two years.
- Projected balance sheets and profit and loss accounts for newly created companies
- Monthly repayments on loans already taken out (mortgage, car loans, consumer credit etc)
- Information on any income relating to investment (rents or financial income)
- The amount of her rent, taking into account rental charges if she is a tenant
- The maintenance costs of the building and the property tax if she is the owner
- The existence of revolving credits
- Various tax and duties

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- Insurance premiums, including an estimate of those likely to be added if the credit for is granted.

- The reporting institution may request any other document likely to help it in its decision making.

The documents and data listed in sub-sections (2) and (3) above are not exhaustive. The credit institution may request any other document likely to inform its decision.[xxx]

Observance of prudential norms by banks during the granting of bank advances

This is another measure aimed at protecting advances granted by banks in the course of taking up loan contracts with clients. This mechanism also ensures the stability of banks through maintaining their solvency and liquidity by observing some prudential norms instituted by the Banking Commission of Central African States (COBAC). These rules known as prudential management norms consist of measures put in place to ensure that banks are able to meet their liabilities.[xxxi] They constitute guarantees and at the same time signals helping to ensure the financial health of credit establishments. A bank that maintains "adequate margins", that is funds available to meet current demands, has the required liquidity. It is regarded as a basically sound bank.[xxxii] In this light, section 18 of the 1985 Ordinance[xxxiii] states that:

Credit establishments shall, under conditions specified by the Monetary Authority, maintain such standards as would guarantee their liquidity and solvency and the balance of their financial structure. They shall in particular maintain an adequate balance between the amount of their own funds and that of all their commitments that is their available funds and permanent or short-term realizable assets and their short-term commitments. They shall equally respect the reserve and risk ratios.

The annex of the 1992 Convention in its article 32(2) has equally taking the spirit of section 18 of the 1985 Ordinance when it states:

For credit establishments subject to this act, the Banking commission shall lay down rules relating…to the management norms that these establishments have to respect in order to maintain their liquidity, solvency and the balance of their financial situation.

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In this regard, these measures consist of prudential dispositions aimed at assuring solvency and prudential dispositions aimed at assuring liquidity[xxxiv] as far as the dispositions on solvency is concerned there exist the ratio of risk coverage[xxxv], ratio of risk division[xxxvi], ratio of real estate coverage[xxxvii], limitations of the participation of credit establishment in other enterprises[xxxviii], and limitations of credit accorded by credit establishments to shareholders, administrators, managers and personnel of banks[xxxix]. Those aimed at assuring liquidity consist of; liquidity ratio[xl] and long term transaction ratio[xli].

It has been observed over the years that the non-compliance with these prudential norms have the effect of causing financial distress or difficulties on banks and may even tamper with their survival. This was evident in the case of Commercial Bank of Cameroon (CBC), where it experienced severe difficulties in the year 2009 and was subject to provisional administration by COBAC, because of its non-compliance with prudential ratios and the misappropriation of its capital. The bank was therefore recapitalized to the tune of XAF12 billion and this process was completed in 2014 after two meetings of the shareholders board. At the end of the process, the government of Cameroon became the owner of 98% of the bank's shares, with XAF10 billion invested out of the XAF12 billion. The intervention of the state at the level of recapitalization was therefore indispensable in preventing the liquidation of the bank.[xlii]

However, there has been an evolution in the solvency of banks in Cameroon as a result of evolution in net assets, which as of December 31, 2010 stood at 548.2 billion. Amongst the twelve banks in activity in Cameroon, only three are in violation of solvency requirements.[xliii]

Security provisions in the protection of bank advances

One of the functions of a bank is to give out loans to customers. This function is a risky one and indeed has to be exercised with great caution. This is because loans or overdrafts granted to a customer may not be reimbursed when they become due, reason being that the debtor may be insolvent, might have died or has simply absconded.[xliv] In any of these circumstances, the bank will find it difficult to recover its debts, if special security measures were not put in place at the time the loan was given out.[xlv] It is in line with this that an author posited that credit risk is a "potential financial loss resulting from the failure of the customer to honour fully the terms of a loan or contract".[xlvi] This view has equally been supported by Raghavan when he says that

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a client who enters into a loan contract with the bank and fails to honour what is in it, then it constitutes credit risk for the bank.[xlvii] This is the most common kind of risk faced by financial institutions in the money market. It is the risk that the issuer of debt securities or the borrower may default on his obligations or that the payment of interest or the principal or both may not be met as on a negotiable instrument.[xlviii]

Security for bank loans is considered to be another mechanism through which a bank can protect itself from customer's default of loan repayment. One aspect of lending that is of particular importance in banking is the provision for security.[xlix] In an application for a loan, the bank considers the profitability of the transaction, its legality, and its regularity. Conditions regarding security, interest, and repayment vary a great deal. The arrangement for the security depends on whether the customer is a public person, private company, an unincorporated trader, or a person borrowing for private purposes.[l]

It is therefore in view of the aforementioned that security for bank advances or loans are considered to be an effective mechanism through which the bank can protect and avert itself from circumstances where it will be difficult for the bank to recover its debts. In this light, the Common Law and the OHADA Uniform Act on Securities adopted in 2010 have provided for a number security measures which could be requested by bankers in order to protect their advances. Securities under Common Law include the Banker's lien[li], Mortgage[lii], pledge[liii] and fixed and floating charges granted by companies.[liv] Under OHADA, securities are divided into collateral securities[lv], transferable guarantees[lvi] and securities over immovable property[lvii]. All these forms of securities can be requested by the bank before granting advances.

Mechanisms for protection during the Recovery of Banker's Advances

After the loan contract is concluded between the bank and the customer, the next thing is that the loan is granted forthwith to the customer or loan applicant for the purpose for which the loan was sought. The bank in this light is said to have honoured its own part of the contract by granting the advance requested by the customer. It is now left for the customer to also honour his by repaying the loan sum upon its maturity date. But, it may so happen that subsequently the customer fails to honour his contract undertaking by failing to reimburse the loan upon the

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stipulated time limit for reimbursement. When this occurs, the bank will be facing problems recovering the loan especially when there was no security disposition to guarantee the advance. It therefore becomes necessary for the bank to protect itself from imminent financial setback caused by the customer's default. Thus, actions will definitely need to be taken in order to recover the loan from the customer. It is based on this that the law has put in place several mechanisms to enable creditors recover loans due from debtors. In this regard, the OHADA Uniform Act on Simplified Recovery Procedure and Measures of Execution (UASRPME) has put in place modalities to recover debts due for immediate payment. This Act lays down the procedure and measures to enforce any recovery action through the summary payment injunction procedure. In this case, the banks can obtain from the court an order mandating or compelling the debtor (customer) to repay the sum due to the bank.

Another device the bank can utilize in order to recover the loan sum is to seize the debt recovery agencies, which acts as a body responsible in recovering debts from creditor's debtors. It is therefore an out of court medium through which the bank can recover its debts. This agency facilitates the recovery process and it is less costly than the court process. The bank can equally engage a foreclosure proceeding against the debtor in order to discharge the bank debt. It happens when there is a mortgage deed to guarantee the loan. All these are mechanisms which the bank can consider when recovering its debts. This section therefore deals with the mechanisms for protection during the recovery phase of bank advances, in which there is the recovery mechanism under the OHADA Uniform Act on Simplified Recovery Procedure and Measures of Execution and also seizure of debt recovery agency and foreclosure action.

Recovery Mechanism under the OHADA Uniform Act on Simplified Recovery Procedure and Measures of Execution

As mentioned earlier, one of the mechanisms available to the bank in recovering sums due to it is by instituting a civil action before the courts for the recovery of the debt. In this regard, the OHADA Uniform Act on Simplified Recovery Procedure and Measures of Execution (UASRPME) has put in place measures through which creditors can recover their debts from debtors. The Uniform Act makes use of the Summary Payment Injunction Procedure which can be instituted by the bank for the recovery of its debt. The procedure for the recovery of debts in Cameroon is governed by the UASRPME. This Act was adopted by the Council of

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Ministers on the 10th of April 1998 and entered into force on the 10th of July 1998. The Procedure under this Act is intended to be rapid, expeditious and not expensive. The object and purpose of the UA are to enable lenders or creditors to quickly recover what is owed to them by their debtors. The simplified recovery procedure as used under the UA is similar to the undefended list which was applicable in Anglophone Cameroon in the recovery of debts. This can be seen in the Nigerian Case of *Bank of North V. Intra Bank S.A,*[lviii] where the supreme court of Nigeria held that the object of the undefended list is the "quick dispatch of certain cases or quick dispensation of justice especially with respect to a debt or liquidated demand. The plaintiff like any other creditor of the defendant, must run the risk common to all of them, that the defendant might dissipate his assets, or consume them in the discharge of his other liabilities and so have nothing with which to satisfy any judgment rendered in the suit.[lix]

In order for an action to lie under this head, there a certain conditions that needs to be met; the debt must have originated either from a contractual transaction or in a commitment arising from the issuance or acceptance of any negotiable instrument or cheque for which cover was found to be inexistence or insufficient.[lx] Also, the debt must be certain[lxi], liquid[lxii] and must be due for immediate payment.[lxiii] This was the ruling of the court in the case of *Buea P & T Cooperative Credit Union Ltd V. Njang Godlove Elikwo*,[lxiv] that only debts which are certain and due payments are recoverable through the simplified recovery procedure,[lxv] for debts which are conditional as well as interest are not recoverable through this procedure.

Generally, it is the competent High Court that has the competence to handle matters falling within this provision of the law. The court must have both territorial and material competence. The UA provides that the rationae loci is that of the habitual place of residence or abode of the debtor, or one of the debtors, in case of several debtors.[lxvi] However, the parties can derogate from this rule by the means of election of residence agreed in the contract. This was the position in the case of *SDV-Cote d'Ivoire V. Rail Trading*[lxvii] wherein it was held that, the Ivorian courts were competent to hear the case against the respondent company with headquarters in France in accordance with the terms of their contract. Any preliminary objection tending to challenge the jurisdiction of the court can only be raised by the court before which the matter is brought or by the debtor during the examination of the opposition filed by him.[lxviii] As far as the material competence is concerned, the law provides that the rationae materae jurisdiction is fixed by

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Law No. 2006/015 of 29 December 2006 on Judicial Organization as amended by Law No. 2011/27 of 14 December 2011. According to section 15(1) (b) of this law, claims not exceeding 10 million francs are within the competence of the Courts of First Instance while according to Section 18(1) (b) of the above mentioned law, all claims exceeding 10 million francs are within the competence of the High Court. This same law places all claims resulting from the issuance of cheques, promissory notes or bills of exchanges, no matter the amount within the jurisdiction of the High Court.[lxix] In *1st Trust Savings and Loans V. Honourable Hannah Basuah,*[lxx] the court confirmed that though the amount claimed was just 2.248.000frs, the petition was properly made before the court since it was based on a cheque without cover.

The procedure for an injunction to pay is generally contained in Article 4 (1 and 2) and 21 of the Uniform Act. The applicant through a motion ex-parte addresses his application to the president of the competent court. The process begins by the petitioner making a formal request to the president of the competent court of the place of residence or abode of the debtor or one of the debtors or might have been elected in the contract.[lxxi] In *First Trust Savings and Loans S.A V. Kotti Augustine (ETS.CAMCOS),*[lxxii] the petitioner made a simple request for an injunction to pay and it was granted. A petition is a formal request made to a court setting out facts on which the petitioner bases his claim for quick relief. Traditionally, the facts on which the petitioner basis his claim should be presented in paragraph form and numbered consecutively with each paragraph containing a separate allegation and the exhibits too should be attached to the petition as was in the case of *Nippon Yusen Kaisha V. Karageorges,*[lxxiii] This is what the Common Law lawyer knows but the OHADA Legislator simply says the petition shall be filled or sent to the registry of the competent court with a caveat that it might be declared inadmissible where;

- The full names, profession and residences of the parties or, for corporate bodies, their legal form, name and registered office are not clearly stated,

- An indication of the exact amount of the claim and an account of the different components of the debt, as well as the basis thereof, are not clearly stated.

- The application must equally be accompanied by the originals or certified true copies of all documents in proof of the petition.

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There is no indication that the petition be made on notice, it is made ex-parte and the debtor only gets notice of the petition only when served with an injunction to pay, to deliver or restitute. In *Amity Bank Cameroon V. Fru Wamucho*,[lxxiv] a preliminary objection was raised before the court arguing that the suit was improperly commenced by motion ex-parte thereby offending sections 1-18 of the Uniform Act but the trial judge ruled that the mode of commencement of an action for simplified recovery is by way of motion ex- parte. This is further confirmed under Article 54 of the UASRPME which also state that any person whose claim appears in principle to be founded may, by petition, pray the competent court of the residence or place of abode of the debtor for an authorization to take preventive measures on all the tangible or intangible property of his debtor, without prior summons to pay, where he can show justifiable circumstances which are likely to jeopardize the collection.

The judge may make the order sought or an order dismissing the application. If the application is dismissed, the documents are returned to the applicant,[lxxv] and the only course opened to him is to go before the court of competent jurisdiction by way of an application for writ of summons or other originating process since such orders are not subject to appeal.[lxxvi] If the judge makes the order sought then the court shall issue or cause to be issued to the applicant a certified copy of the application together with the order for service on the debtor by the bailiff.[lxxvii]

The order of injunction to pay shall contain a notice to the debtor to avail himself of a defense by filling an opposition within 15days following the day the order was served. Thus, if the debtor intends to defend the plaintiff's claim, when he receives the injunction order, he has 15days within which to file a written or verbal notice of intention to defend to the court which made the order. If he fails to do so the order shall become final and enforceable.[lxxviii] The order shall be null and void where it is not served within three months from the date it was made.[lxxix] If after the expiration of 15 days, the respondent does not file an opposition, then upon the request of the applicant, the court may grant an executor clause to be appended to the order. However, if the judge thinks that the debtor was not properly served, he may demand service to be done all over again. Service here should be personal having regard to the fact that the order was obtained ex-parte.[lxxx]

Once service has been properly affected the respondent may act in one of the following ways:

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- He may decide to pay the debt. This will bring the whole procedure to an end

- He may file an opposition; this is the only avenue available to the debtor to challenge the proprietary of such an order. The court having received the opposition attempts to reconcile the parties. Where reconciliation fails the court immediately rules on the application even in the absence of the debtor who filed the opposition.[lxxxi] The decision of the court shall have the same force as a judgment after trial.

- He may choose to do nothing. The debtor may decide to be indifferent. If he does nothing within the 15 days provided to file an opposition, or had filed an opposition and later on withdrew it, the applicant will demand for an executor clause to be appended to the order which shall produce the effect of a decision after trial and shall not be liable to appeal.[lxxxii] The request to insert the executor clause shall be filed to the registry by written or verbal declaration within two months following the expiration of the time limit for opposition or withdrawal by the debtor.

Seizure of debt recovery agency and institution of foreclosure action in the recovery of bank advances

Another mechanism which could be engaged by a bank in order to avail itself of debts owed to it is by taking an extra judicial action against the debtor. Since court proceedings are generally time consuming and cumbersome, banks may wish to engage the services of a debt collector or debt recovery agency. This body is one specialized in recovering monies due to creditors from debtors. The agency for example assumes and takes the place of creditors in recouping sums due to them from defaulters. The agency therefore initiates expedient and flexible procedures which are of convenience to creditors in permitting recovery of any advance initially issued out. Foreclosure proceedings might also be instituted by the bank when there exists a mortgage deed over the real estate of the debtor as initially agreed upon by the parties. These measures are intended to ease or reduce the stress of having to go through a more cumbersome and complex court procedure, as the creditor merely brings to function the services of a debt collector or debt recovery agency, and also, the creditor-bank might directly initiate the sale of the real property upon the debtor's default by foreclosure action as a means of clearing the debt.

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Cameroon has a debt recovery agency that plays an indispensable role in recovering debts from borrowers or debtors who are in default of loans or advances. This is particularly the case of Societe de Recouvrement des Creances (SRC), as it is commonly called in its French appellation. This agency is responsible in recovering debts owed to creditors by their debtors. Upon its inception, some banks have solicited or seized the services of this agency in ensuring recovery of their debts from clients. In this light, the SRC initiated recovery of over XAF 60 billion owed by clients of the Commercial Bank of Cameroon.[lxxxiii] According to a release signed by Marie-Rose Messi, director of the SRC, the debt recovery agency initiates the recovery of debt as a result of the mandate given to it by the government.[lxxxiv] Because of the bad debts and other management difficulties, CEMAC banking regulator COBAC decided to put the bank under provisional administration in 2009. Later, CBC was recapitalized to the tune of XAF 12 billion, including XAF 10 billion injected by the state of Cameroon, which then assumed control over 98% of the bank's shares. It was at this time that the agency started recovering debts owed to CBC by its clients.

In a statement issued by Marie-Rose Messi, the General Manager of Cameroons' Debt Collection Corporation (SRC) on the 30th of January 2017,[lxxxv] made it clear that; its structure since June 2013 was intended to expand its activities outside the liquidation of banks to become a full partner of active financial institutions offering an expertise in the recovery of compromised debts. To support this ambition, she further makes it clear that the CDRC has already recovered more than 270 billion FCFA since its creation in 1989 with the debtors of banks in liquidation in the country. The liquidation mission of five pioneer banks in its portfolio (SCB, BCD, BIAOC, Cambank and Paribas) was successfully completed in October 2001, she further state.[lxxxvi] The scope of the company was extended in January 1991 by a presidential decree which enabled it to assume the amicable liquidation of the assets and liabilities of any public credit institution entrusted to it by the Minfi.[lxxxvii]

Foreclosure on the other hand, is an English legal process in which a lender attempts to recover the balance of a loan from a borrower who has stopped making payments to the lender by forcing the sale of the asset used as the collateral for the loan.[lxxxviii] Formally, a mortgage lender (mortgagee), or other lienholders, obtains a termination of a mortgage borrower's equitable right of redemption, either by court order or by operation of law (after following a specific

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statutory procedure).[lxxxix] Usually, a lender obtains a security interest from a borrower who mortgages or pledges an asset like a house to secure the loan. If the borrower defaults and the lender try to repossess the property, courts can grant the borrower the equitable right of redemption if the borrower repays the debt. While this equitable right exists, it is a cloud on title and the lender cannot be sure that they can repossess the property.[xc] Therefore, through the process of foreclosure, the lender seeks to immediately terminate the equitable right of redemption and take both legal and equitable title to the property.[xci] Other lien holders can also foreclose the owner's right of redemption for other debts, such as for overdue taxes, unpaid contractors' bills or overdue homeowners' association dues or assessment.

The foreclosure process as applied to residential mortgage loans is a bank or other secured creditor selling or repossessing a parcel of real property after the owner has failed to comply with an agreement between the lender and borrower called a "mortgage" or "deed of trust". Commonly, the violation of the mortgage is a default in payment of a promissory note, secured by a lien on the property.[xcii] When the process is complete, the lender can sell the property and keep the proceeds to pay off its mortgage and any legal costs, and it is typically said that "the lender has foreclosed its mortgage or lien".[xciii] If the promissory note was made with a recourse clause, and if the sale does not bring enough to pay the existing balance of principal and fees, then the mortgagee can file a claim for a deficiency judgment. In many states in the United States, items included to calculate the amount of a deficiency judgment include the principal sum, accrued interest and attorney fees less the amount the lender bid at the foreclosure sale.[xciv]

The process of foreclosure can be rapid or lengthy and varies from state to state. Other options such as refinancing, a short sale, alternate financing, temporary arrangements with the lender or even bankruptcy may present homeowners with ways to avoid foreclosure.[xcv] Although there are slight differences between the states, the foreclosure process generally follows a timeline beginning with initial missed payments, moving to a sale being scheduled and finally a redemption period.[xcvi]

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Conclusion and Recommendations

After having determined the various protection mechanisms of banker's advances in this write-up, it is however believed that, in order to have a more appealing, favourable and efficient protection of banker's advances, and to enhance the stability of the banking system, the following recommendations may in one way or the other improve or strengthen the situation on ground;

Firstly, it is recommended that some textual provisions be revised, ambiguity and gaps filled in order to have a more purposive and effective legislation. In this regard, the 1992 Convention on the harmonization of banking regulations in Central African states should be revised so as to incorporate provisions dealing with security dispositions for the guarantee of bank advances. Equally, Article 23(1) of the 1985 Ordinance relating to the operation of credit establishments in Cameroon should be modified by instituting a mandatory '*shall'* instead of its discretionary tendency as seen in its provision. This will make it paramount for bankers to take up security engagements with their clients before disbursing advances. The law makers should therefore take this into consideration.

Secondly, banks should strictly observe and adhere to the mechanisms put in place for the protection of their advances, such as eligibility requirements for bank loans, prudential standards as put forth by COBAC and security dispositions as enshrined under the Common Law and the Uniform Act Organizing Securities. In fact, they should consider it obligatory to properly observe and implement these measures intended for their protection before granting any advance to a customer. To further enforce this factor, and to ensure strict compliance, clear and stringent sanctions should be meted on bankers who fail to respect the dispositions or measures put in place for the protection of their advances. Equally, the CEMAC banking watchdog and the Cameroonian legislator should set and/or reinforce the punitive measures against bankers who do not respect the laws and regulations aimed at protecting their advances. This will go a long way to deter or reduce non- compliance with the norms in force.

Thirdly, in addition to the taking of securities for banker's advances, banks must ensure that the security furnished is valid, effective and enforceable. To achieve this, the bank will have to look out for the following;

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- The bank should further proceed to ascertain whether the customer has a good, free and unencumbered title to the property by making a search in the register. This will go a long way to avoid conflict of interest on the property.

- The bank should also be satisfied as to the value of the property offered as security. The amount of advance sought should not exceed the real value of the property, otherwise the proceeds of sale would not be sufficient to discharge the debt if the customer is in default.

- The bank should also ascertain before releasing the advance, whether the property offered as security is easily realizable. Where that type of property cannot easily be disposed of, the bank may face problems upon the customers default because it will take a long time.

- The bank should perfect the security offered by registration because unperfected security interest renders that security invalid against subsequent encumbrancer, liquidator or insolvency creditors.

In addition, the Banking Commission of Central African States (COBAC) should equally improve upon its monitoring strategy so as to ensure that banks within the Zone are on safe margins. Also, COBAC should reinforce its sub commissions found at national and regional levels and dispatch well trained and specialized agents who will on monthly basis carry out vivid on the spot check on banks within the zone, in view of evaluating their compliance with COBAC regulations and also of their financial situation. This will enable the commission know whether or not a particular bank is running accordingly and also enables it to predict possible financial distress on a bank.

Also, it is recommended that there should be the adoption and/or harmonization of liability schemes to punish loan defaulters, and it should be backed by relevant decree of application which will undeniably give more force or weight to the application and enforcement of such provisions. This idea should therefore be taken into account by the CEMAC and Cameroonian legislators.

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It is therefore believed that if these recommendations are taken into account or consideration by the various stakeholders concerned, it will help reduce the rate at which customers default repayment of advances, and can also go a long way to increase the level of stability and sustainability within the banking sector.

Endnotes

[i] COBAC regulation R-2009/02 of 1st April 2009, Article 1, fixing the Categories of Credit Establishments, and indicating their judicial form and authorized activities. P.54.

[ii] Decree N0 62/DF/90 of 24th March 1962, Article 1, relating to the Banking Profession in Cameroon. It should be noted that, because of the rapid spread of technology and industrial progress, which brought about the production in large scale goods and services needed for economic expansion in various countries, as well as encouraging international trade, ensuring the proper safeguard of finances, being domestic and foreign, and with the tendency to improve upon social and economic conditions, there was therefore the necessity for an introduction of a modern banking system which could permit financial transactions or exchanges across countries. This was intended to solve the problem inherent in the old banking system, which needed a sound banking environment. It is for these reasons that several national, regional and international instruments have been put in place to establish and promote a suitable banking atmosphere within respective spheres. This goes a long way to encourage the free flow of liquid cash across country borders with the aid of banks.

[iii] Safe custody, credit inquiry, investment advice and guarantee for customers.

[iv] Herein referred to in English as the Central African Economic and Monetary Community. Comprising of six members to wit; Cameroon, Central African Republic, Chad, Equatorial Guinea, Gabon and the Republic of Congo. CEMAC has played a major role in facilitating and promoting monetary and foreign exchange transactions within the Zone, through the adoption of the Monetary Union of Central African States, which manifests by way of BEAC (Bank of Central African States).

[v] Banking Commission of Central African States.

[vi] The Organization for the Harmonization of Business Laws in Africa.

[vii] Nah T.F (2021), Banking and Finance Law, Lecture Notes, FSJP, University of Dschang, p. 28.

[viii] Article 23(1) provides that, "*Any credit granted by a credit establishment to a private or public body corporate or to a natural person having a professional activity may lead to the mortgaging in favour of the credit establishments, of the operating equipment or the stock, or simply on the basis of a note, to the cessation or hypothecation by the beneficiary of the credit…*"

[ix] Nah T.F (2021), *op. cit*, p. 28

[x] *Ibid*

[xi] Kuppe E.F, (2007), "Banking Integration and Competition in the CEMAC" IMF working paper, p 21-39.

[xii] Raghavan R.S (2003) "Risk Management in Banks". Journal of the Institute of Chartered Accountants of India, Vol 53, No 8, 2005 P. 842, http://www.icai/resource file 11490pg841-851 p.pdf, accessed 24/02/2024.

[xiii] Which generally entails eligibility for business and personal loans.

[xiv] Tra and Lensink "for a comparative discussion on the lending practices of formal and informal credit markets", Hand and Henley, 2007; Lewis, 1994.

[xv] It is a record of how you have managed the repayment of debts, such as credit cards and loan. It is recorded in your credit reports, which also contain additional information about your finances. By Amrita Jayakumar, https://www.nerdwallet.com, accessed 23/02/2023.

[xvi] Barri Segal, op.cit, accessed 05/04/2023, https://www.lawinsider.com.

[xvii] *Ibid*.

[xviii] *Ibid*.

[xix] *Ibid*.

[xx] Susan werd and Vikki Velasquez, https;//www.thebalancemb.com, accessed 27/03/2023.

[xxi] Garrett, Joan F, "Banks and their Customers, Dobbs Ferry, NY: Ocean Publications p. 99. ISBN 0-379-11194-2, 1995.

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[xxii] It is a report that shows the financial activities and performance of a business. This includes balance sheets, profit and loss statements, cash statements, cash flow statements, statement of changes in equity. https://www.xero.com, accessed 30/03/2023.
[xxiii] It means the net balance of cash moving into and out of a business at a specific point in time. Adam Hayes, https://www.investopedia.com, accessed 01/04/2023.
[xxiv] A look at the legal framework and constrains of credit granting in Cameroon by Steve Tametong and Martial Ntem. https://www.nkafu.org, accessed 10/05/2023.
[xxv] Section 1 of the 2019 Law on Credit Activity in the Banking and Microfinance Sectors in Cameroon.
[xxvi] *Ibid*, Section 2.
[xxvii] Banks, financial institutions, microfinance institutions and any other body duly authorized to engage in credit and microfinance activities.
[xxviii] *Ibid*, Section 4(2)
[xxix] Section 4(3) of the 2019 Law.
[xxx] *Ibid*, Section 4(4).
[xxxi] Kelese George (N), (2014), *Regional Integration Laws and Banking Security in Cameroon,* Ph.D Thesis, University of Dschang, Pg 89.
[xxxii] Ellinger (E.P) and Lomnika (E), (1994), Modern *Banking Law*, 2nd Edition, Oxford, Clarendo Press. P. 27
[xxxiii] The 1985 Ordinance No 85/02 of 31 August 1985 relating to the operation of credit establishments in Cameroon.
[xxxiv] Nah (T.F), (2021), Banking Law, lecture notes, *op.cit*, P26.
[xxxv] This ratio makes it possible for banks not to depend excessively on customer's deposits in according credit. It makes it obligatory for banks to justify on a permanent basis that their net resources cover a minimum of 5% of credit they accord.
[xxxvi] This ratio forbids credit establishments to concentrate their risk on a small number of customers. It is forbidden for such establishments to accord to one customer credit exceeding 75% of its net resources.
[xxxvii] This ratio has the objective to prevent credit establishments from using resources from customer deposits in financing the construction of their head quarter or branches, buying materials or houses in general. These undertakings have to be financed by at least 100% of their own resources.
[xxxviii] This ratio ensures strict control of the participation of credit establishments in non-banking business. Credit establishments are barred from investing more than 15% of their net resources in non-banking activities.
[xxxix] This requirement stipulates that direct and indirect credit accorded to shareholders, administrators, managers or personnel of any bank must not exceed 15% of the bank's income.
[xl] By this, banks must always justify that their resources immediately available can cover the totality of 100% of their debts in a month.
[xli] It is expected that at least 50% of the required resources of a bank handy especially in the relationship between the commitments of a credit establishment failing due within 5years and its resources within the same period.
[xlii] Ecomatin Newspaper reveals.
[xliii] Kelese George (N), (2014), *op. cit* in COBAC, Rapport Annuel Exercice 2010, p. 44-45.
[xliv] Nah (T.F), (2021), Banking Law and Finance, lecture notes, *op.cit*. Pg 28.
[xlv] *Ibid*.
[xlvi] Kuppe E.F, (2007), "Banking Integration Laws and Competition in the CEMAC, *op cit*, p 21-39.
[xlvii] Raghavan R.S (2003) "Risk Management in Banks". *op. cit*, p 842.
[xlviii] Cedric Dalle Paul, (2006), "Assessing the impact of risk management in reducing the risk of financial institutions in Cameroon" Masters Dissertation, University of Buea, Pg 11-16.
[xlix] Kelese George (N), (2014), *Regional Integration Laws and Banking Security in Cameroon*, *op. cit* Pg 2.
[l] *Ibid*
[li] *See Barclays Banks Ltd v. Astley Industrial Trust Ltd*
[lii] Stanley v. Wilde
[liii] *See Official Assignee of Madras v. Mercantile Bank of India*
[liv] *See Re Yorkshire Wool Combers Association Ltd and Governments Stock and Others Security Investment Co Ltd v. Manila Railway.*
[lv] This includes surety-bond (Article 13 of the Uniform Act Organizing Securities, autonomous guarantees (Article 30), autonomous counter guarantees (Article 39).
[lvi] Includes possessory lien (Article 67), property ceded or retained as guarantee (Article 71), pledge over tangible moveable assets (Article 87), pledge over intangible assets (Article 125), preferential rights (Article 179-181) and preferential rights (Article 182-189).
[lvii] *Ibid*, article 192

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[lviii] (1969)ALL N.L.R. 88.
[lix] Mbah-Ndam, (J), (2003), *Practice and Procedure in Civil and Commercial Litigation*, 2nd Ed, Yaounde, PUA, P. 223.
[lx] Article 2 of the UASRPMS.
[lxi] See the case of *STE Top Inter v. Cabinet CACCOKAG*, where it was held that the petition by the advocate for payment of bills made by him to a client was not proper under the procedure because it was not an amount agreed upon by both parties.
[lxii] See the case of *Telcar v. Agwu Joseph Kalu*, where one of the issues before their Lordships was whether the debt could be defined as liquidated and if the simplified recovery was slightly used.
[lxiii] *Ibid*, article 1.
[lxiv] Suit N0. CFIB/010/2011 (unreported).
[lxv] These conditions were equally stated in the case of *Telcar Cocoa Ltd V. Agwu Joseph Kalu*
[lxvi] Article 3 of the UASRPME
[lxvii] CCJA, Judgement N0. 21/2004 OF 17 June 2004.
[lxviii] Mbongwe Julius (P), (2020) "The OHADA Uniform Act on Simplified Recovery Procedure and Measures of Execution and the Investment Climate in Cameroon", Masters Dissertation, FSJP, University of Dschang, p. 27.
[lxix] *Ibid*.
[lxx] Suit N0.21/2004 of 17 June 2004
[lxxi] It should be noted that the counsel making applications for such warrants must therefore ensure that he has available concrete facts on which is founded the motion, for not only can the order be discharged but also the applicant may be liable to pay compensation if his action is unfounded. See Mbah Ndam, J, (2003), *op. cit*, p. 255-256.
[lxxii] Suit N0.CFIB/0010/sp/2010, (unreported).
[lxxiii] (1975) 3AER 282.
[lxxiv] Suit N0.HCB/51/SP/00-01 of 29 August 2005.
[lxxv] Articles 6(2) and 24 of the UA.
[lxxvi] *Ibid*, Article 5(2) and 22.
[lxxvii] *Ibid*, Articles 8 and 25.
[lxxviii] *Ibid*, Article 9, 10 and 25(2)
[lxxix] *Ibid*, Article 7(P2) and 25(P3)
[lxxx] This was the position in the case of *Boniface V. Nzitous Thomas (unreported*) in MBAH NDAM p. 108.
[lxxxi] Article 12(2) of the UA
[lxxxii] *Ibid*, Article 16
[lxxxiii] http//www.business in Cameroon. Com on debt collection agency accessed 21/10/2023.
[lxxxiv] *Ibid*.
[lxxxv] Deckson N, An Article on; "Cameroon- Finance: Cameroon Debt Recovery Corporation wants to become a full fledge financial institution", K'mer SAGA.com, accessed 22/10/2023.
[lxxxvi] *Ibid*.
[lxxxvii] *Ibid*.
[lxxxviii]Timiraos, Nick; Alan Zibel (2011-11-02). "Review Begin for Borrowers Disputing Foreclosures". Wall Street Journal.
[lxxxix] Britain, Great (1761). "Mortgage". Statutes at Large from the Magna Carta to 1761 in Great Britain. Mortgage.
[xc] *BFP V. Resolution Trust Corporation*, 511 U.S. 531 (1994)
[xci] *Terrell V. Allison, 88 U.S.* (21 Wall). 289 (1875).
[xcii] Nchufor Lotsmarts (K), (2018), *op. cit*, p. 41.
[xciii] *Ibid*.
[xciv] "Supreme Court of Missouri Upholds Lenders' Right to Obtain Full Deficiency Judgment". The National Law Review. Armstrong Teasdale. 2012-04-23, accessed 02/05/2023.
[xcv] Nchufor Lotsmarts (K), (2018), *op. cit*, p. 41.
[xcvi] *Ibid*

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