

Ngirausui v. Baiei, 4 ROP Intrm. 140 (1994)
GREGORIO NGIR AUSUI, dba, P.W.N. U-DRIVE,
Appellant,

v.

DELBOI BAIEI,
Appellee.

CIVIL APPEAL NO. 16-90
Civil Action No. 229-90

Supreme Court, Appellate Division
Republic of Palau

Opinion
Decided; February 9, 1994

Counsel for Appellant: David F. Shadel

Counsel for Appellee: David Kirschenheiter

BEFORE: JEFFREY L. BEATTIE, Associate Justice; LARRY W. MILLER, Associate Justice;
and PETER T. HOFFMAN, Associate Justice.

PER CURIAM:

Gregorio Ngirausui appeals the trial court's refusal to include pre-judgment interest as an item of damages in its granting of a default judgment in Ngirausui's favor against Delboi Baiei. During the appeal's pendency, we held in another case that a party is entitled to pre-judgment interest on the amounts owed dating from the time payment becomes due, and that 9% is the rate to be applied absent proof of a valid contract setting a different amount. *See A.J.J. Enterprises v. Renguul*, Civil Appeal No. 7-90 (August 6, 1991). None of the arguments Baiei advances persuades us to disregard or overrule *Renguul*, which is dispositive of the main issue raised in the present case. Thus, we reverse the trial court and award Ngirausui pre-judgment interest as an item of damages. *See NECO v. Rdialul*, 2 ROP Intrm. 211, 214 (1991) (Pre- **1141**-judgment interest is "designed to make the plaintiff whole and is part of the actual damages sought to be recovered.").

Baiei erroneously contends that pre-judgment interest cannot be fixed in the present case because there is no way to determine from the record when payment became due. To the contrary, the record contains an invoice, signed by Baiei and dated February 5, 1985, charging him for the materials and labor costs involved in repairing a rental car, and a fee for the time the car was in the repair shop. Baiei's payment became due as soon as he was made aware of the cost of the completed repairs. *See 17A Am. Jur. 2d Contracts* § 494 (1991) (Unless a contract indicates otherwise, "payment is due when the services have been rendered."). We hold that

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payment became due for the entire amount listed on the invoice on February 5, 1985. See 22 Am. Jur. 2d Damages § 657 (1988) (“[I]nterest is always recoverable for the nonpayment of money once payment becomes due and there has been a breach.”).

Baiei’s laches argument is without merit. Laches is a “purely equitable doctrine” which cannot be invoked in a legal, or non-equitable, action. See 27 Am. Jur. 2d Equity §§ 153-54 (1966). The fact that Ngirausui filed his claim within the time limit established by the appropriate statute of limitations ends the inquiry.

¶142 The trial court’s denial of Ngirausui’s request for pre-judgment interest is REVERSED. The judgment below is deemed amended to award Ngirausui an additional \$2951.15, representing pre-judgment interest of 9% from February 5, 1985, the date payment became due, until August 6, 1990, the date of the default judgment.