

IN THE SUPREME COURT OF BELIZE, A. D. 2015

CLAIM NO. 677 OF 2012

	(Leonel Reyes	CLAIMANT
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BETWEEN	(And	
	(	
	(The Attorney General	FIRST DEFENDANT
	(Minister of Natural Resources	SECOND DEFENDANT
	(And the Environment	

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*BEFORE THE HONOURABLE MADAM JUSTICE MICHELLE ARANA*

Mr. Said Musa, SC, of Musa and Balderamos for the Claimant  
Mr. Nigel Hawke, Deputy Solicitor General, for the Defendants

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J U D G M E N T

1. The Facts

Leonel Reyes was granted permission to survey a parcel of land on Turneffe Island by the Commissioner of Lands and Surveys on October 1<sup>st</sup>, 2007. He engaged the services of a Licensed Surveyor to prepare a survey of the property which was National Land. The plan was duly registered at the Lands Department. Mr. Reyes then obtained a lease of the land comprising of 24.99 acres. He cleared the land of bush and mangrove by the beach front to prepare for development. Mr. Reyes then applied to purchase the land and received approval to purchase from the Ministry of Natural Resources. On February 6<sup>th</sup>, 2008 Leonel Reyes paid the sum of \$6,497.00 to the government of Belize as purchase price for the land. He was issued a receipt for this sum. He repeatedly visited the Ministry of Natural Resources to try to get title to his property. Eventually he was informed that title to the property has been issued by the Ministry of Natural Resources to another person. Mr. Reyes then hired an attorney who wrote several letters on his behalf requesting title to the land. No response was forthcoming. He then filed this suit in the

Supreme Court against the government on December 10<sup>th</sup>, 2012. No defence was filed and at the hearing of this matter the Deputy Solicitor General conceded that the Ministry had breached the agreement for sale. He also requested that since the land was no longer available that a valuation be done by government to assist the court in determining the value of the property. The deadline for valuation to be submitted by the government was set by the Court as December 31<sup>st</sup>, 2014. That deadline was further extended by this Court to April 30<sup>th</sup>, 2015 at the request of the Deputy Solicitor General by letter dated April 7<sup>th</sup> 2015. To date, no valuation has been received from the government. The Court now decides on the quantum of damages to be awarded to Mr. Reyes.

## 2. **Valuation of Property**

Mr. Reyes submitted a valuation of this property prepared by Claudio Azueta of Southwind Properties of San Pedro Ambergris Caye on June 6<sup>th</sup>, 2014, copies of which were given to the Court and to the Deputy Solicitor General. Mr. Azueta states that he used a valuation process based on *“the comparative sales method when direct comparison with sale prices on other similar properties in the area is used to establish the value of the subject property”*. The property is described in this report as a rectangular tract of land having a frontage on a beach reserve and the Caribbean Sea of 728.31 feet, a depth on one side of 1,4990. 60 feet on the other of 1,439.45 feet and a rear dimension of 745.20 feet, the said lot piece or parcel of land having a total area of 1,088,564.40 feet or 24.99 acres. Mr. Azueta claims that as a result of the current demand and supply for property in the area, the value of the said property is the sum of Four Hundred and Fifty Three Thousand Seven Hundred and Fifty US Dollars. This would amount to approximately \$907,500 Belize dollars. He says that the land is well suited for a residential or resort project.

*“The highest price in terms of money which a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated: (2) both parties are well*

*informed advised, and each acting in what he considers his own best interest: (3) a reasonable time is allowed for exposure in the open market: (4) payment is made in cash or its equivalent; (5) financing, if any, is on terms generally available in the community at the specified date and the property type in its locale; (6) the price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs or credits incurred in the transactions. (Real Estate Appraisal Terminology published 1975).”*

3. The courts have repeatedly held that the value of the property to be considered in quantifying damages for failure to complete contract for sale of property is the current market value and not the value of the property at the time it was first acquired.

I award the sum of \$907,500.00 BZ with interest from date of filing claim to date of decision at the rate of 6% to Mr. Reyes as damages.

Costs awarded to the Applicant to be paid by the Government to be agreed or assessed.

***Dated the 5<sup>th</sup> day of May, 2015***

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**Michelle Arana**  
**Supreme Court Judge**