

**IN THE SUPREME COURT OF BELIZE, A.D. 2017**

**CLAIM NO. 449 OF 2017**

**BETWEEN**

**SAMUEL BAILEY JR.**

**CLAIMANT**

**AND**

**NORMAN JAVIER REVERIA**

**DEFENDANT**

**BEFORE the Honourable Madam Justice Sonya Young**

**Decision**

26th November, 2020

**Appearances:**

Ms. Darlene Vernon, Counsel for the Claimant.

**Keywords: Contract – Breach - Assessment of Damages**

**DECISION**

1. Mr. Bailey sold his 2012 Jeep Compass to the Defendant for a fiber glass boat. The exchange was made but neither the vehicle nor the vessel changed ownership formally. Mr. Bailey immediately begun effecting repairs to the vessel. He did most of the work himself but secured help when necessary. It was his intention to enjoy its use with his family.
2. However, one (1) month after the exchange, the Defendant begun to complain about the arrangements. He then entered Mr. Bailey's yard without his knowledge or permission and removed the vessel using Mr. Bailey's own

trailer. The trailer reappeared in Mr. Bailey's yard the next day. The vehicle was left at a police station with the keys and Mr. Bailey was called by an officer to remove it.

3. Mr. Bailey filed a Claim in the Court and was granted a default judgment with damages to be assessed. He now seeks damages for the breach of contract including the use of his motor vehicle for 33 days, trespass to property being both his yard and his trailer, interest and costs. This is the assessment of damages.
4. Mr. Bailey will recover any proven loss which is not too remote. He presents two (2) documents from Hummingbird Distributors which are stated on their face to be a quotation only for a total of \$1,850.00 and \$2,795.93 respectively. While he alleges them to be for a purchase on credit, he has not proven this to be so in any way. They both bear the same quote number but have two (2) different dates and the greater seems to include the lesser. Neither indicate that they have been paid and the goods received. The Court rejects it as proof of a loss incurred and it will form no part of the award.
5. The Court also rejects the costs of \$319.00 for life jackets as being too remote. A life jacket is not necessary for the repair of a boat situated in a yard. The Court also rejects the cost for the trip to Chetumal as not properly substantiated. The Claimant has never explained why he travelled for the parts or why he was obliged to overnight there. In fact, although he claims the cost of a hotel, there is no receipt evidencing that he actually incurred this expense.

6. The El Capitan receipts (two provided with different dates) in the sum of \$2,006.54 are stated to be reprints but there is nothing to indicate the date on which the purchases were actually made so that at least there could be a possible association with the boat in issue. The Court also notes that the documents are marked HELD at both the top right hand corner and the very bottom. This causes concern, since why would a receipt be HELD unless perhaps it is in fact only an invoice. That sum is also rejected.
7. The amount of \$1,000.00 to Mando's Boatyard for fiberglass repair to the boat is likewise rejected. That receipt is dated the 15<sup>th</sup> March, 2017, which is before the agreement for purchase of the boat was even made. It is Mr. Bailey's own pleaded case that he took possession of the boat on the 1<sup>st</sup> April, 2017.
8. The \$61.35 claimed for the brush and bolt as evidenced by the A&D's receipt will be allowed.
9. The amount of \$1,800.00 paid to Andres Diego for Labour to build the trailer is allowed. There would have been no need to build a boater trailer if there had been no agreement to purchase the boat.
10. The receipts from Chetumal were not translated but they fall within the subject period and appear to relate to items for a boat, they will be allowed for a total of BZD \$666.64.
11. The Claimant's Labour cost of \$1,000.00 appears reasonable in the circumstances and will be allowed.

12. The \$4,800.00 claimed for the 33 day use of his vehicle is proven and will be allowed.
13. The Claimant has asked for damages for the trespass to, including use of, the trailer. However, nothing was provided to the Court to assist this assessment. The Court can therefore award only nominal damages of \$200.00.
14. The Claimant also seeks damages for the trespass to his property. It is stated that the Defendant entered twice without permission and in blatant defiance to what he had been told by Mr. Bailey. Damages are awarded in the sum of \$1,000.00.
15. The Claimant spoke to his extreme disappointment, grief and embarrassment caused by the loss of the vessel but none of this was pleaded so the Court cannot even consider any award in this regard if it were at all possible.

**IT IS ORDERED:**

1. Damages for the breach of contract is awarded in the sum of \$7,327.99
2. Damages for the trespass to property is awarded in the sum of \$1,200.00
3. The above awards shall both attract interest at the assessed rate of 6% from the date of breach to the date of judgment herein and thereafter at the statutory rate of 6% until judgment in full.
4. Costs to the Claimant on the prescribed basis.

**SONYA YOUNG  
SUPREME COURT JUDGE**