

IN THE SUPREME COURT OF BELIZE, A.D. 2009

CLAIM NO. 194 of 2009

**BAPTIST CHURCH OF BELIZE a.k.a.
BAPTIST ASSOCIATION OF BELIZE**

CLAIMANT

BETWEEN AND

PERCY LEWIS

DEFENDANT

Hearings

2009

27th July

2nd September

Mrs. Andrea McSweaney McKoy for the Claimant
Miss Alfia Elrington for the Defendant

LEGALL J.

JUDGMENT

1. In 1975, the Baptist Mission in Belize was merged with the Southern Baptist Mission of the U.S.A. and became the Baptist Association of Belize. The following year – 1976 – the legislature of Belize enacted an ordinance, No. 12 of 1976, named the Baptist Church of Belize

Ordinance. Section 3(1) of the ordinance established the Baptist Church of Belize. The said church was given wide powers under the ordinance, including the power to acquire, hold and dispose of land in Belize, and to assist in the formation and building of such additional congregations of the Baptist Church of Belize in other localities in Belize, as may be necessary or advisable for the internal growth of the church.

2. According to the evidence, a vacant parcel of land situate at Lot No. 6078, 2 ½ miles Northern Highway, Belize City, and now known after registration, as parcel No. 408 block 16 Caribbean Shores/Belize Registration section situate at 6078 Dolphin Drive Buttonwood Bay, Belize City (hereinafter referred to as the land) was transferred by lease by Dianne Staine to the Baptist Mission. The land transferred was a piece of land without any building thereon.
3. A letter from the Lands and Surveys Department dated 5th May, 1988 shows that the transfer of the lease from Dianne Staine to the Baptist Mission was approved by the Minister of Natural Resources. Since at the date of the letter in 1988, the merger had already been completed, and the ordinance had in 1976 established the Baptist Church of Belize, I believe the reference in the letter of transfer to the Baptist Mission was an error in describing the church. Since there was legally no church named the Baptist Mission in 1988, any reference thereto had to be an error. I believe and hold that the intention of the letter of transfer of the lease was to confer ownership to the Baptist Church of Belize.

4. In 1994, a young Belizean man returned to Belize from the U.S.A. where he attended the Moody Bible Institute in Chicago. He was ordained a Baptist Minister and did pastoring duties at the West Street, Baptist Church, Belize City, Belize. The said young man – the defendant – was not very long in his duties at the West Street Baptist Church, when he accompanied the Rev. Lloyd Stanford, a senior pastor of the Baptist Church of Belize to the land. The intention was to build on the land a church to be named the Buttonwood Bay Community Church, hereinafter referred to as the “Community Church.” The Community Church was eventually built and the defendant was assigned by the claimant as pastor of the Community Church.

5. He spent a number of years pastoring and conducting services in the Community Church. But around the year 2005 problems began to emerge between the defendant and other senior members of the Baptist Church of Belize. It was alleged that the defendant had ceased holding church services at the Community Church. It was also alleged that the defendant had “fallen into unrepentant sin, and has discredited the Gospel of Jesus Christ.” There is no evidence proving the allegation of unrepentant sin nor were any details of the nature of the allegation given in evidence.

6. The relationship between the defendant and the officials of the Baptist Church of Belize became stressful; and for reasons mentioned above, the officials sought in 2009 to revoke his appointment as a pastor and

also wrote a letter dated February 10th 2009 to the Attorney General requesting the cancellation of his appointment as a marriage officer in Belize. There is no conclusive evidence whether his pastorship or his appointment as a marriage officer was revoked. But the Baptist Church of Belize, through its lawyer, sent a letter dated 10th February, 2009 requesting the defendant to surrender possession of the land and the Community Church building by 13th February, 2009, failing which the lawyers indicated possible legal proceedings against the defendant. The defendant failed to surrender possession of the said land and building, and the claimant filed a claim against the defendant. The claim seeks the following reliefs:

- 1. An order for the recovery of possession of all that piece of land known as Parcel 408 Block Caribbean Shores/Belize Registration Section, situate at 6078 Dolphin Drive, Buttonwood Bay, Belize City, Belize.**
- 2. Damages for trespass to the property.**
- 3. A declaration that the premises was occupied by the defendant under a license.**
- 4. An injunction restraining the defendant/respondent, Percy Lewis, whether by himself or his agents or**

whosoever until the determination of this claim or further order from:

- (a) entering upon or interfering with the Claimants' possession of parcel 408 Block 16 Caribbean Shores/Belize Registration Section without the Claimant's permission, obstructing the Claimant's access thereto or in any way dealing with the said property;**
 - (b) removing any property, chattel or anything placed upon the said land;**
 - (c) causing any damage to the land or anything placed thereon;**
 - (d) constructing or attempting to construct or erect or build any structure or buildings or works on the said property.**
- 5. Interest thereon at the rate of 6% per annum from 10th February, 2009 until recovery of possession pursuant to Section 166 of the Supreme Court of Judicature Act, Cap. 91.**
- 6. Costs.**

7. As seems to be the practice in some cases, only two witnesses were called – Rev. Lloyd Stanford for the claimant, and the defendant gave evidence. The defendant’s evidence is that the Rev. Stanford gave him the land, which had no building thereon, to build a home and a church. He had also testified that he was a squatter on the land. In order to obtain funds to construct the Community Church building, he said that he mortgaged a property jointly owned by himself and wife, and he obtained funds from overseas and from members of the Buttonwood Bay community. With the funds obtained from these sources, he constructed, according to him, the Community Church. He said that the claimant did not at any time make any contribution to the building of the Community Church. He said he was responsible for the maintenance of the church, and for the payment of all the bills.

8. In relation to the allegation that he was not conducting church services at the Community Church, he gave some answers. In his affidavit in this matter, he swore that he intended to construct a second storey above the Community Church building, and because of the construction of the second storey, “it was not possible for church services to be conducted.” But in his oral evidence in court, he said the reason why he did not have full time church service was because of a job which he had at the time at a location where he lived, some distance away from his family who lived at Buttonwood Bay. He admitted that prior to 2008 full time church service at the Community Church stopped. The defendant also said in evidence that in 2008 the congregation of the Community Church, to use his own words, “was in exile.”

9. The defendant also testified that while he was in the executive of the Baptist Association of Belize, pastors did not own the church building in which they conducted church services. He further testified that he squatted on the land on behalf of the church. The defendant also stated that he had been in continuous and undisturbed possession of the land and Community Church building for over fourteen years.
10. Based on the evidence in this case, the defendant requested the court to reject the claimant's claims. The defendant has also filed a counterclaim asking for a declaration that he has a beneficial interest in, or is beneficial owner of the land and the Community Church building.
11. I have seen the defendant give his evidence in this matter. He does not impress me as a witness of truth. There are aspects of his evidence, examined above, which show a lack of frankness with the court. His demeanour in the witness box, and some of his answers to questions, raise questions about his credibility. I do not believe him when he states that he built the Community Church with funds from sources mentioned above, and that the Baptist Church of Belize did not at anytime contribute to the construction of the said church. I do not believe him when he said he was a squatter on the land.
12. I certainly do not believe him when he said he constructed a concrete post in the middle of the front doorway of the Community Church building in order to build the second storey of the church. I believe

- that the post, a photograph of which was tendered in evidence, and which casts a weird picture of an unusual nature, was constructed to impede access by others into the Community Church.
13. From the evidence, it is clear to me that the land was transferred to the claimant, but due to a mistake by the person who wrote the letter of transfer the claimant was mistakenly referred to in the letter as the Baptist Mission, rather than the Baptist Church of Belize. The land was identified by the claimant as appropriate for the construction of a Community Church. The defendant was identified by the claimant as the person who would be the pastor of the church.
 14. I believe the evidence of Pastor Stanford, that the claimant raised funds for the construction of the Community Church from fellow Baptist Churches in the U.S.A. I believe that members from these Baptist Churches came to Belize and assisted physically in the construction of the church. I believe that, as the defendant was identified as the person who would be the pastor of the Community Church, he was given by the claimant, supervisory and administrative functions in relation to the establishment of the Community Church. But, as I said, I do not believe that he used his personal funds for the construction of the Community Church building.
 15. I accept the evidence that the defendant was permitted by the claimant to be pastor of the Community Church for many years; and I believe the defendant occupied the land and the Community Church building with the permission of the claimant who, as I have held, is the owner

of the land. The defendant had occupied the land and building under a license which was revoked by letter dated 10th February, 2009 referred to above.

16. The claimant made a claim for damages for trespass. The claimant did give the defendant permission to occupy the land and building. The witness Stanford did give evidence that “as far as he was aware the defendant was still an ordained minister and that he was still the pastor of the church.” If he is still, at the date of this trial, the pastor of the Community Church, that is implied permission to enter the land for purposes of pastoring. This would negative the allegation of trespass.
17. In addition, I do not find any merit in the counterclaim, because, as I have held, I believe the defendant occupied the land and building with the expressed permission of the claimant, at least up to the year 2005 when problems arose between the claimant and the defendant.
18. I therefore make the following orders:
 1. An order for possession is granted to the claimant against the defendant of that piece of land and building thereon, known as Parcel 408 Block 16 Caribbean Shores/Belize Registration section situate at 6078 Dolphin Drive, Buttonwood Bay, Belize City, Belize.
 2. The defendant is ordered to deliver possession of the land and

building known as Parcel 408 Block 16 Caribbean Shores/Belize Registration section situate at 6078 Dolphin Drive, Buttonwood Bay, Belize City, BELIZE to the claimant on or before 1st October, 2009.

2. An injunction is granted restraining the defendant, Percy Lewis his servants or agents from –
 - (a) occupying, entering or in any way dealing with the land and building thereon known as Parcel 408 Block 16, Caribbean Shores/Belize Registration Section situate at 6078 Dolphin Drive, Buttonwood Bay, Belize City, Belize. (hereinafter referred to as the said land);
 - (b) occupying, entering or in any way dealing in anyway with the said land and the building thereon;
 - (c) removing any property, chattel or anything from the said land or the building thereon;
 - (d) causing any damage to the said land or the building thereon;
 - (e) obstructing or in any way preventing the claimant, their servants or agents from entering, occupying or residing at the said land or building thereon; and

- (f) constructing or attempting to construct or erect or build, any structure or works on the said land or building thereon.
- 4. The counterclaim is dismissed.
- 5. The claim for damages for trespass is dismissed.
- 6. Defendant to pay costs to the claimant in the sum of \$1,500.00.

Oswell Legall
JUDGE OF THE SUPREME COURT
2nd September, 2009