

**IN THE CARIBBEAN COURT OF JUSTICE
APPELLATE JURISDICTION**

ON APPEAL FROM THE COURT OF APPEAL OF BELIZE

**CCJ Appeal No BZCV2025/004
BZ Civil Appeal No 3 of 2023**

BETWEEN

BELIZE TOURISM BOARD

APPELLANT

AND

MISTY MICHAEL

RESPONDENT

And

**CCJ Appeal No BZCV2025/005
BZ Civil Appeal No 14 of 2022**

BETWEEN

BELIZE TOURISM BOARD

APPELLANT

AND

KAREN BEVANS

RESPONDENT

Before:

**Mr Justice Anderson, President
Mme Justice Rajnauth-Lee
Mr Justice Jamadar
Mme Justice Ononaiwu
Mr Justice Eboe-Osuji**

Date of Judgment: 8 October 2026

Appearances

Mr Eamon H Courtenay SC and Ms Iliana N Swift for the Appellant

Rt Hon Dean O Barrow SC, Ms Darinka Muñoz and Mr Nigel Ebanks for the Respondents

Contract – Employment contract – Penal clause – Whether contract clause was penal and therefore unenforceable.

Statute – Interpretation – Powers of directors in statutory corporations – Ultra vires – Belize Tourism Board Act, CAP 275.

SUMMARY

This matter concerns appeals and cross-appeals from two separate decisions of the Court of Appeal of Belize in *Belize Tourism Board v Michael* delivered on 27 May 2025 and *Belize Tourism Board v Bevans* delivered on 25 June 2025. Appeals and cross-appeals from these judgments were filed in the Caribbean Court of Justice (‘the Court’ or ‘the CCJ’) and were heard together.

Karen Bevans (‘Bevans’) and Misty Michael (‘Michael’) were employed as Director of Tourism, Director of Marketing and Industry Relations respectively with the Belize Tourism Board (‘BTB’), a statutory body established under the Belize Tourism Board Act CAP 275 (‘the BTB Act’). Both contracts contained a clause that provided for termination without cause (‘cl 7.1.1’), which entitled the employee, if dismissed before the expiry of the contractual term, to receive all salaries, remuneration and benefits that would have become payable during the remainder of the contract. Although the contracts were executed by the Chairperson and Vice Chairperson of the BTB, there was no documentary evidence that the Board had formally approved the appointments before execution of the contracts. The Minister responsible for tourism had, however, approved the terms and conditions of the contracts. Following the termination of their employment, Bevans and Michael commenced separate actions for wrongful dismissal. They succeeded at first instance and were awarded damages pursuant to cl 7.1.1.

The Court of Appeal dismissed the appeals of the BTB. It held that the contracts were not executed in compliance with the statutory requirements of the BTB Act. Though the Chairperson and Vice Chairperson lacked actual authority to execute the contracts, they possessed ostensible authority which bound the BTB. Thus, the contracts were valid and enforceable, and both respondents were entitled to recover damages under cl 7.1.1.

Before the Court, the principal issues on the appeals were whether the employment contracts were invalidated by the absence of formal Board approval prior to their execution, and whether cl 7.1.1 constituted an unenforceable penalty clause. The cross-appeals raised issues of whether the Court of Appeal had erred in finding that there was procedural irregularity in the appointments, whether it was wrong to conclude that the Chairperson and Vice Chairperson lacked actual authority, and whether it had failed to properly apply the principles of estoppel and acquiescence enunciated in *Warrington v Dominica Broadcasting Corp* [2018] CCJ 31 (AJ).

In considering the validity of the contracts, the CCJ began by examining the statutory framework and found that the power to appoint Bevens and Michael resided in the Board and that decisions of the Board were required to be made by majority vote and recorded in minutes. Accordingly, the statutory procedure had not been followed. The Court then considered whether Parliament intended invalidity to result from non-compliance with statute. The Court noted s 16 of the BTB Act, which provides that acts or proceedings are not to be questioned on account of omissions, defects or irregularities not affecting the merits of the cause. The Court concluded that the BTB clearly possessed statutory capacity to appoint employees and thus did not act ultra vires. The Minister had approved the appointments, contracts had been executed, Bevens and Michael had carried out their functions, and the Board had knowingly permitted those arrangements to continue. In these circumstances, Parliament could not have intended the procedural irregularity to invalidate the appointments.

Addressing the issue of ostensible authority and the insider rule, the Court held that Bevens and Michael could rely on the ostensible authority of the Chairperson and Vice Chairperson. The Court rejected the contention that either respondent was an insider whose knowledge of the organisation deprived them of that protection. It observed that persons dealing with statutory boards should generally be entitled to assume that the Board is complying with its own statutory procedures and that it would be unreasonable to require employees, even senior employees, to investigate whether every internal requirement had been satisfied before entering into employment contracts. The Board's knowledge of and/or

acquiescence in the appointments reinforced the conclusion that the BTB was estopped from denying the validity of the contracts.

In relation to cl 7.1.1, the Court first considered whether the clause created a primary or secondary obligation. It held that the clause specified the consequences of the employer's election to terminate the contract without cause. The employer was not acting in breach of contract when invoking the clause; rather, it was exercising a contractual right which carried agreed financial consequences. The obligation to pay therefore constituted a primary obligation rather than a secondary obligation arising upon breach. Since the rule against penalties only applies to secondary obligations, the Court held that cl 7.1.1 could not be characterised as a penalty.

With respect to the cross-appeals, the Court held that the Court of Appeal had been correct in finding procedural irregularity because the statutory requirement of Board approval had not been satisfied. It similarly agreed that the Chairperson and Vice Chairperson lacked actual authority, as their authority to execute contracts was dependent upon a prior decision of the Board. Finally, it distinguished *Warrington*, finding that the governing legislation in that case differed materially from the BTB Act. In the present appeals, Board approval could not be dispensed with because the statute expressly vested the appointment power in the Board and the Act required the recording of the Board's approval in meeting minutes.

The Court also took the opportunity to comment extensively on governance standards applicable to statutory boards. It stressed that members of statutory boards owe independent fiduciary duties to the entities they serve and are not merely expected to rubber-stamp ministerial decisions. The Court supported the suggestion of the Court of Appeal that the BTB could make regulations in accordance with the BTB Act to support greater transparency in appointments to senior positions in statutory corporations.

In conclusion, the appeals and cross-appeals were also dismissed, no order was made as to costs.

Cases referred to:

B Liggett (Liverpool) Ltd v Barclays Bank Ltd [1928] 1 KB 48; *Belize Tourism Board v Bevens* (BZ CA, 25 June 2025); *Belize Tourism Board v Michael* BZ 2025 CA 8 (CARILAW), (27 May 2025); *Braceurself Ltd v NHS England* [2024] 2 All ER 1008; *Cavendish Square Holding BV v Makdessi* [2016] AC 1172; *Charles Terence Estates Ltd v Cornwall Council* [2013] 1 WLR 466; *East Asia Co Ltd v PT Satria Tirtatama Energindo* [2019] UKPC 30, (2019) 94 WIR 213 (BM); *East Asia Co Ltd v PT Satria Tirtatama Energindo* [2019] UKPC 30, (2019) 94 WIR 213 (BM); *Export Credits Guarantee Dept v Universal Oil Products Co* [1983] 1 WLR 399; *Freeman & Lockyer (a firm) v Buckhurst Park Properties (Mangal) Ltd* [1964] 1 All ER 630; *Morris v Kanssen* [1946] AC 459; *Murray v Leisureplay plc* [2005] IRLR 946; *Rolled Steel Products (Holdings) Ltd v British Steel Corp* [1986] Ch 246; *Royal British Bank v Turquand* [1843-60] All ER Rep 435; *Sports Co of Trinidad and Tobago Ltd v Paddington* (TT HC, 23 July 2025); *Warrington v Dominica Broadcasting Corp* [2018] CCJ 31(AJ) (DM), (2019) 94 WIR 257.

Legislation referred to:

Belize – Belize Tourism Board Act, CAP 275; **Dominica** – Dominica Broadcasting Corporation Act, Chapter 45:06; **Trinidad and Tobago** – Companies Regulations, Chap 81:01.

Other sources referred to:

Caribbean Court of Justice (Appellate Jurisdiction) Rules 2024.

JUDGMENT

Reasons for Judgment:

Anderson P (Rajnauth-Lee, Jamadar, Ononaiwu, Eboe-Osuji JJ concurring) [1] – [65]

Disposition [66]

ANDERSON P:

Introduction

- [1] This matter concerns appeals and cross-appeals from two separate decisions of the Court of Appeal of Belize in *Belize Tourism Board v Michael* delivered on 27 May 2025 and *Belize Tourism Board v Bevans* delivered on 25 June 2025. Appeals and cross-appeals from these judgments were filed in this Court and were conjoined, but not consolidated, by orders of this Court dated 30 January 2026.
- [2] The appellant, in both appeals, is the Belize Tourism Board ('BTB'), a body established by the Belize Tourism Board Act, CAP 275 ('BTB Act'). The BTB Act provides, *inter alia*, for the appointment of the Board of Directors, the governance of the Board, the appointment and remuneration of the Director of Tourism / Chief Executive Officer and employees of the BTB.
- [3] The respondents were formerly employees of the BTB under two separate employment contracts. Karen Bevans ('Bevans') served as Director of Tourism from 8 April 2014 under a five-year contract, and then under a second five-year contract dated 1 April 2019. Her employment was terminated on 12 March 2021.
- [4] Misty Michael ('Michael') was the Director of Marketing and Industry Relations from 19 August 2019. Michael transitioned from a permanent employee to a contracted employee by virtue of a contract dated 1 April 2020. This contract was for a three-year period. Her contract was terminated on 13 May 2021 by the Acting Director of Tourism, who relied on cl 7.1.3 of the contract which provided for 'Termination for material change of circumstances' in the following terms:

7.1.3 Termination for material change of circumstances

The BTB may terminate this contract of employment immediately if there is a material change of circumstances attributed to an event not caused by the BTB (i.e. an outbreak of disease, hurricane, war or civil strife, or other

similar event) that so substantially alters the financial position of the BTB that the BTB is unable to pay the HOD. If the BTB terminates this contract under this clause the BTB shall be liable for and shall pay to the HOD upon termination all salaries due to the date of termination, any notice pay, any outstanding vacation, and pension benefits due to the HOD as at the date of termination.

- [5] Both contracts had been executed by the Chairperson and Vice Chairperson (the Deputy Chairperson per the BTB Act) of the Board, but there was no record of the Board's approval of the appointment of either respondent prior to the execution of the contract. The Minister responsible for Tourism ('Minister') had orally approved the terms and conditions of both contracts. Both contracts included a clause that detailed termination without cause. The clause reads as follows:

7.1.1 Termination without Cause

If the BTB terminated this contract of employment without cause before the expiration of the full term of this contract, the BTB shall be liable for and shall pay to the Director upon termination the sums equal to all salaries and all other remuneration and confer on the Director all other benefits, that would have been due to the Director for the full remainder of the term of this contract.

- [6] Bevans and Michael commenced separate claims for the wrongful termination of their employment contracts. They both succeeded in the High Court and were awarded damages in accordance with cl 7.1.1 of their employment contracts, by separate trial judges.
- [7] The decisions of the trial judges were separately appealed. The Court of Appeal dismissed both appeals. Two separate panels of the Court of Appeal found that the BTB was bound by the employment contracts through the ostensible authority of the Chairperson and Vice Chairperson notwithstanding that the execution of the contracts had been procedurally irregular. The Court of Appeal affirmed the trial judges' findings that the employment contracts of Bevans and Michael were wrongfully terminated and therefore they were entitled to damages in accordance with cl 7.1.1.

Issues

[8] The issues that arise in the appeals are:

- a. Whether the employment contracts were executed with the relevant authority as provided for by the BTB Act, and therefore valid and enforceable?
- b. Whether cl 7.1.1 of the employment contracts is penal?

[9] The issues that arise in the cross-appeals are:

- a. Whether the Court of Appeal erred in holding that the appointment was procedurally irregular because the Minister's approval had not been formally conveyed to or recorded by the Board?
- b. Whether the Court of Appeal erred in concluding that the Chairperson and Vice Chairperson lacked actual authority to execute the contract?
- c. Whether the Court of Appeal erred in failing to apply the doctrines of public law estoppel and acquiescence per *Warrington v Dominica Broadcasting Corp*¹?

Statutory Framework

[10] The interpretation and application of s 14 of the BTB Act is important to both appeals. The BTB argues that if the Bevans and Michael contracts were not compliant with s 14, then those contracts would be void ab initio. The provision reads as follows:

14. (1) The Board shall, with the approval of the Minister, appoint a chief executive officer to be called the "Director of Tourism", and a secretary to the Board, at such remuneration

¹ [2018] CCJ 31(AJ) (DM), (2019) 94 WIR 257.

and on such terms and conditions as the Minister may approve.

- (2) Subject to subsection (1) of this section, the Board may appoint and employ, at such remuneration and on such terms and conditions as it thinks fit, such other officers, agents and servants as it deems necessary for the proper carrying into effect of this Act:

Provided that –

- (a) no salary in excess of the rate of eight thousand dollars per annum shall be assigned to any post without the prior approval of the Minister;
- (b) no appointment shall be made to any post to which a salary in excess of the rate of eight thousand dollars per annum is assigned without the prior approval of the Minister; and
- (c) no provision shall be made for the payment of any pensions, gratuities or other like benefits to any officers, agents or servants, or to others by reference to their service, without the prior approval of the Minister.

[11] Section 11 of the BTB Act outlines the duties and functions of the Board with a general provision per sub-s (1) to take all lawful measures considered likely to carry out the functions of the Act. Section 12 of the BTB Act provides general powers of the Board to transact business in the execution of the powers of the Act. Section 8(3) authorises the Chairperson or Deputy Chairperson (‘Vice Chairperson’) to sign all documents by the Board and all decisions of the Board.

[12] Section 9 of the BTB Act provides for the procedure for meetings of the Board. Subsection 1 outlines that the Board shall meet as necessary for the transaction of business and the meeting shall be presided by the Chairperson or Deputy Chairperson. Decisions of the Board shall be by majority vote per sub-s 5. Subsection 6 provides that minutes in proper form are to be kept and shall be confirmed by the Board at the next meeting.

[13] Section 16 of the BTB Act provides as follows:

16. No act done or proceeding taken under this Act shall be questioned on the ground,
- (a) of the existence of any vacancy in the membership, or any defect in the constitution, of the Board; or
 - (b) of any omission, defect or irregularity not affecting the merits of the cause.

Authority to Execute

[14] Both judgments of the Court of Appeal found that the Chairperson and Vice Chairperson did not have actual authority to execute the contracts since the Board had not approved the appointments prior to the execution of the contract.² However, the judgments of the Court of Appeal found that the Chairperson and Vice Chairperson had ostensible authority³ and that the members of the Board acquiesced. The BTB was therefore estopped from denying the validity of the contract. Both judgments found that Bevans and Michael were not insiders⁴ and therefore could rely on the rule in *Royal British Bank v Turquand*⁵ that persons dealing with a company were bound to make themselves acquainted with the statute concerning the company and were not bound to do anything more.

[15] The BTB sought to displace this finding by submitting that the actions of the Chairperson and Vice Chairperson were ultra vires the BTB Act and therefore could not be saved by ostensible authority. Alternatively, the BTB contended that Bevans and Michael were insiders and therefore could not rely on ostensible authority to enforce the contract. Accordingly, the analysis of the point on authority to execute the contracts could therefore be divided into (i) statutory interpretation, (ii) the ultra vires point, and (iii) the insider rule.

² *Belize Tourism Board v Bevans* (BZ CA, 25 June 2025) at [17]; in *Belize Tourism Board v Michael* BZ 2025 CA 8 (CARILAW), (27 May 2025) at [23] and [30].

³ *Belize Tourism Board v Bevans* (BZ CA, 25 June 2025) at [18] and [28]; in *Belize Tourism Board v Michael* BZ 2025 CA 8 (CARILAW), (27 May 2025) at [44].

⁴ *B Liggett (Liverpool) Ltd v Barclays Bank Ltd* [1928] 1 KB 48 at 56.

⁵ [1843-60] All ER Rep 435.

(i) **Statutory Interpretation**

- [16] A reading of the BTB Act as a whole locates the power to transact business, including the power to appoint the Director of Tourism and any other officer or agents employed by the BTB in the Board. However, the appointment of the Director and any employee whose remuneration exceeds BZD8,000 per annum, must be approved by the Minister pursuant to ss 14(1) and 14(2) of the BTB Act.
- [17] The Board of Directors is responsible for direct oversight of the BTB, but general ministerial oversight was intended in relation to certain decisions on appointment and remuneration including those outlined in s 14 of the BTB Act.
- [18] Section 9 of the BTB Act provides that decisions of the Board shall be by majority vote and that minutes shall be kept and confirmed at the next meeting of the Board. This would be the mechanism that can evidence the Board's decisions to approve the appointment of any individual within the organisation under s 14 of the BTB Act. In default of Board approval before the execution of the contract, which should be recorded in minutes, it may be said that there was non-compliance with the statute. It is undisputed that in both appeals, Board approval was not obtained before the execution of the contract. The authority of the Chairperson and Vice Chairperson to execute documents of the Board can only be granted by a decision of the Board, not the Minister. Accordingly, there appeared to have been non-compliance with the statute.
- [19] In *Warrington v Dominica Broadcasting Corp*⁶ this Court held that it must consider whether Parliament intended that invalidity follows from the non-compliance with the statutory provision.⁷ The inclusion of s 16 of the BTB Act, which is headed as 'Protection of Board', clearly states that no act done or proceeding taken under the BTB Act shall be questioned on the ground of any omission, defect or irregularity affecting the merits of the cause. In order for this Court to assess whether the non-

⁶ [2018] CCJ 31 (AJ), (DM), (2019) 94 WIR 257.

⁷ *ibid* at [30].

compliance affects the ‘merits of the cause’, the Court must consider the circumstances of the act or proceeding in question to consider whether Parliament intended for invalidity to follow.

(ii) **Ultra vires**

- [20] The cases of *Charles Terence Estates Ltd v Cornwall Council*⁸ and *Rolled Steel Products (Holdings) Ltd v British Steel Corp*⁹ were relied on in both Court of Appeal judgments. The following extract from *Rolled Steel Products (Holdings) Ltd* was salient to the Court of Appeal’s conclusion on the ultra vires point:

Because the literal translation of the words is “beyond the powers”, there are many cases in which the words have been applied to transactions which, although within the capacity of the company, are carried out otherwise than through the correct exercise of the powers of the company by its officers: indeed, that is the sense in which the judge seems to have used the words in this case. For reasons which will appear, in my judgment, the use of the phrase “ultra vires” should be restricted to those cases where the transaction is beyond the capacity of the company and therefore wholly void.

- [21] We agree with the judgments of the Court of Appeal in the respective appeals before this Court. For the actions to be *ultra vires*, those actions must have been beyond the capacity of the company. In this context, the actions must have been beyond the capacity of the BTB (through the Chairperson’s and Vice Chairperson’s signature) by virtue of the BTB Act.

(iii) **The Insider Rule**

- [22] The Court of Appeal applied the rule from *Royal British Bank v Turquand*¹⁰ in both appeals. That case concerned a deed of settlement of a company registered under statute allowing the directors to borrow on bond, such sums, by a resolution passed at a general meeting of the company. A bond was signed under seal by two directors,

⁸ [2013] 1 WLR 466 at [44]-[47].

⁹ [1986] Ch 246 at 302-303.

¹⁰ 1843-60] All ER Rep 435.

binding the company to GBP2000 but no resolution had been passed to authorise such. The Court, in finding that the company was bound to pay the bond, held as follows:

We may now take for granted that the dealings with these companies are not like dealings with other partnerships, and that the parties dealing with them are bound to read the statute and the deed of settlement. But they are not bound to do more. The party here, on reading the deed of settlement, would find, not a prohibition from borrowing, but a permission to do so on certain conditions. Finding that the authority might be made complete by a resolution, he would have a right to infer the fact of a resolution authorising that which on the face of the document appeared to be legitimately done.¹¹

[23] In *Freeman & Lockyer (a firm) v Buckhurst Park Properties (Mangal) Ltd*¹² the England and Wales Court of Appeal suggested that satisfaction of the following four conditions would entitle a contractor to enforce a contract against a company even though that company's agent had no actual authority to enter into the contract:

- a. that a representation that the agent had authority to enter on behalf of the company into a contract of the kind sought to be enforced was made to the contractor;
- b. that such representation was made by a person or persons who had "actual" authority to manage the business of the company either generally or in respect of those matters to which the contract relates;
- c. that the contractor was induced by / relied on such representation to enter into the contract; and
- d. that under its memorandum or articles of association the company was not deprived of the capacity either to enter into a contract of the kind sought to be enforced or to delegate authority to enter into a contract of that kind to the agent.

¹¹ *ibid* at 436 – 437.

¹² [1964] 1 All ER 630 at 646.

- [24] In *East Asia Co Ltd v PT Satria Tirtatama Energindo*,¹³ applying *Freeman*, it was held that the doctrine of ostensible authority is created by the representation that the agent has the authority to act on behalf of the principal and therefore the principal is estopped from contending that they are not bound by the contract.
- [25] The BTB argued that the ostensible authority doctrine does not arise as the conditions set out in *Freeman* were not satisfied and that the respondents were insiders with actual or constructive knowledge of the statutory requirements laid out by the Act and therefore cannot rely on the ostensible authority of the Chair and Vice Chair. Two main authorities were relied on.
- [26] First, in *B Liggett (Liverpool) Ltd v Barclays Bank Ltd*,¹⁴ the Court stated that the rule in *Turquand's* case cannot be relied upon by a person who is put on inquiry due to the presumption and that if there are circumstances that rebut that presumption then the rule cannot be applied.¹⁵ Second, *Morris v Kanssen*¹⁶ concerned the appointment of a director and subsequent allotment of shares by persons who were not *de jure* directors to the company. It was held that directors or officers of a company cannot bind the principal to a transaction that is *ultra vires*. The Court said:

One of the fundamental maxims of the law is the maxim “*omnia praesumuntur rite esse acta*.” It has many applications. In the law of agency it is illustrated by the doctrine of ostensible authority. In the law relating to corporations its application is very similar. The wheels of business will not go smoothly round unless it may be assumed that that is in order which appears to be in order. But the maxim has its proper limits. An ostensible agent cannot bind his principal to that which the principal cannot lawfully do. The directors or acting directors or other officers of a company cannot bind it to a transaction which is *ultra vires*.¹⁷

¹³ [2019] UKPC 30, (2019) 94 WIR 213 (BM) at [42] – [43].

¹⁴ [1928] 1 KB 48.

¹⁵ *ibid* at 56.

¹⁶ [1946] AC 459.

¹⁷ *ibid* at 475.

[27] The Court continued as follows:

It is the duty of directors, and equally of those who purport to act as directors, to look after the affairs of the company, to see that it acts within its powers and that its transactions are regular and orderly. To admit in their favour a presumption that that is rightly done which they have themselves wrongly done is to encourage ignorance and condone dereliction from duty. It may be that in some cases, it may be that in this very case, a director is not blameworthy in his unauthorized act. It may be that in such a case some other remedy is open to him, either against the company or against those by whose fraud he was led into this situation, but I cannot admit that there is open to him the remedy of invoking this rule and giving validity to an otherwise invalid transaction. His duty as a director is to know; his interest, when he invokes the rule, is to disclaim knowledge. Such a conflict can be resolved in only one way.¹⁸

[28] *Ultra vires* in the context of *Morris v Kanssen* is in alignment with the *ultra vires* doctrine explained above and applied in the judgments of the Court of Appeal. In *Morris*, the persons who purported to be directors were not legally appointed directors and therefore they were completely incapable of appointing a director and allotting shares.

[29] The above authorities that outline ostensible authority and the insider rule may be summarised as follows:

- a. The contractor is entitled to a presumption that the contract was validly executed based on the four conditions set out in *Freeman & Lockyer (a firm) v Buckhurst Park Properties (Mangal) Ltd.*
- b. That presumption, however, may be rebutted where the circumstances of the case preclude the contractor that is put on inquiry from relying upon it.
- c. In any event, an ostensible agent cannot bind the principal to a transaction that is *ultra vires*.

¹⁸ *ibid* at 476.

- d. For the transaction to be *ultra vires*, it must be beyond the capacity of the company.

Penal Clause in a Contract

[30] The parties rely on *Cavendish Square Holding BV v Makdessi*¹⁹ for the application of the enforceability of cl 7.1.1 which purported to offer more benefits than would usually be awarded for wrongful termination.

[31] In *Cavendish*, the United Kingdom Supreme Court held that the determination of what is enforceable is contingent on whether the clause in the contract embodies a secondary obligation and is unconscionable or extravagant.²⁰

... The question whether it is enforceable should depend on whether the means by which the contracting party's conduct is to be influenced are "unconscionable" or (which will usually amount to the same thing) "extravagant" by reference to some norm.

32 The true test is whether the impugned provision is a secondary obligation which imposes a detriment on the contract-breaker out of all proportion to any legitimate interest of the innocent party in the enforcement of the primary obligation. The innocent party can have no proper interest in simply punishing the defaulter. His interest is in performance or in some appropriate alternative to performance. In the case of a straightforward damages clause, that interest will rarely extend beyond compensation for the breach, and we therefore expect that Lord Dunedin's four tests would usually be perfectly adequate to determine its validity.

[32] In the application of this test, the court will consider the bargaining power of the parties to the contract:²¹

35 But for all that, the circumstances in which the contract was made are not entirely irrelevant. In a negotiated contract between properly advised parties of comparable bargaining power, the strong initial presumption must be that the parties themselves are the best judges of what is legitimate in a provision dealing with the consequences of breach.

¹⁹ [2016] AC 1172.

²⁰ *ibid* at [31]-[32].

²¹ *ibid* at [35].

- [33] The issue of a penalty clause only arises on a breach of contract resulting in a secondary obligation to pay compensation. The reproduction of [14] in *Cavendish* is instructive:

...Thus, where a contract contains an obligation on one party to perform an act, and also provides that, if he does not perform it, he will pay the other party a specified sum of money, the obligation to pay the specified sum is a secondary obligation which is capable of being a penalty; *but if the contract does not impose (expressly or impliedly) an obligation to perform the act, but simply provides that, if one party does not perform, he will pay the other party a specified sum, the obligation to pay the specified sum is a conditional primary obligation and cannot be a penalty.* (emphasis added)

- [34] Accepting, as we do, this distinction, we must first determine whether the clause is a primary obligation or a secondary obligation. If cl 7.1.1 is a secondary obligation, then it must be considered whether it is penal (ie unconscionable or extravagant) with a strong initial presumption that the parties themselves are best placed to determine the consequences of a breach.

- [35] Clause 7.1.1 provides for payment of sums if the BTB terminates the contract without cause. The case of *Export Credits Guarantee Dept v Universal Oil Products Co*²² was positively cited in *Cavendish*. It concerned the enforcement of a clause in an agreement cited as ‘the premium agreement’ that required the defendants, in the event of default in the performance of obligations under separate agreements to repay to the plaintiffs any sums paid under separate contracts of guarantee.

... the main purpose, of the law relating to penalty clauses is to prevent a plaintiff recovering a sum of money in respect of a breach of contract committed by a defendant which bears little or no relationship to the loss actually suffered by the plaintiff as a result of the breach by the defendant. But it is not and never has been for the courts to relieve a party from the consequences of what may in the event prove to be an onerous or possibly even a commercially imprudent bargain.... The appellants accepted those terms which provided for the right of recourse to arise upon the happening of a specified event, and that specified event has now happened. But as my noble and learned friend, Lord Keith of Kinkel, observed during the argument, this is not a case where the respondents are seeking to recover

²² [1983] 1 WLR 399.

more than their actual loss as compensation by way of damages for breach of a contract to which they were a party. They are seeking, and only seeking, to recover their actual loss, namely, the sums which they became legally obliged to pay and have paid to Kleinworts. I am afraid I find it impossible to see how on these facts there can be any room for the invocation of the law relating to penalty clauses.²³

[36] Another case positively cited in *Cavendish* is *Murray v Leisureplay plc*,²⁴ where there was a clause in the contract of a chief executive that provided for the payment of one year's gross salary and other benefits on wrongful termination. The majority found that the clause was generous but not unconscionable and the absence of mitigation is not of determinative importance. This is so reasoned because at the time of entering into the contract, neither party would have known with confidence what might have happened on dismissal and a clause with a duty to mitigate could delay payment beyond the date of termination. In this regard, the Court found it would be unlikely that the traditional learning as to penalty clauses (this was before *Cavendish*) would fit into the dynamics of an employment contract, at least when the penalty is to be imposed on the employer.²⁵ The Court also took judicial notice of the fact that the employer would place high value to employ a person deemed competent in a chief executive position.²⁶

[37] In deciding the issue of whether the clause is a primary obligation, in the nature of an employment contract, the Court considers that the contracts were for a fixed term which would be a primary obligation. The contracts also provided, however, for termination before that term and as a consequence, specific remuneration would be paid to the employee. This type of termination clause can only be a primary obligation. Termination is a specified event as opposed to a breach of the contract. The employer has made the decision unilaterally, to cease the employment of the employee and must remunerate the employee in the manner agreed to at the time of execution of the contract. The employer is not in breach if termination is done under

²³ *ibid* at 403.

²⁴ [2005] IRLR 946.

²⁵ *ibid* at 115.

²⁶ *ibid* at 116.

this clause as the fixed term employment contract was always open to an early termination. The employer, having decided to terminate the contract before the end of the fixed term, cannot now say that the terms of doing so are penal to the organisation. The employer and senior employees would generally have equal bargaining power and therefore the court cannot save the employer from a bargain which they might later regret. The Court being of this view, there is no need to consider whether the clause is extravagant or unconscionable as that would only apply if it were a secondary obligation.

Appeals

Bevans

[38] It is undisputed that there is no recorded minute signalling the Board's decision to appoint Bevans in the position of Director of Tourism prior to the execution of her second contract on 1 April 2019. The evidence presented at trial together with the submissions to this Court, suggest that the Board and the Minister seemed to have operated on the erroneous view that the Minister can act with sole authority. The Court of Appeal found that the lack of Board approval before execution was procedurally irregular. We agree with the Court of Appeal that the statutory procedure was not followed. However, the direct oversight of the operations of the BTB is vested in the Board, which had full knowledge of Bevans' re-appointment as Director of Tourism. Further, the terms of her employment contract were materially similar to that of her previous contract.

[39] The Court of Appeal found as a matter of fact that the Minister approved the appointment, including the terms and conditions of the contract, and the Board acquiesced.²⁷ The trial judge also accepted the fact of the Board's acquiescence.²⁸ Bevans was appointed on 1 April 2019 and served in that role until 12 March 2021. For three years, she was remunerated in accordance with the 2019 employment

²⁷ *Belize Tourism Board v Michael* BZ 2025 CA 8 (CARILAW), (27 May 2025) at [31].

²⁸ *ibid* at [48].

contract which had been executed by the Chairperson and Vice Chairperson who were both members of the Board.

[40] While the lack of knowledge of the statutory requirements is concerning, the undisputed fact is that the Board accepted the appointment by acquiescence. The Board ought to have been aware of Bevans' re-appointment and there was nothing submitted to this Court as evidence to the contrary.

[41] Having regard to the circumstances in Bevans' case and the interpretation of the statute as a whole, it could not have been Parliament's intention for an appointment to be invalid where a person has been appointed by the Minister, an employment contract was executed, the person performed the contractual duties, and the members of the Board had full knowledge of the person's appointment in that role. The lack of Board approval in writing before the execution of the contract does not adversely affect the merit of the appointment, per s 16 of the BTB Act, given the subsequent conduct of the Board. The appointment was not made in secrecy, and the Board cannot now rely on the absence of their prior approval to void the contract.

[42] The BTB contended that given the position of Bevans as Chief Executive Officer and her admission of knowing the involvement of the Board in her appointment and the provisions of the statute, she was an insider and cannot rely on the ostensible authority doctrine. It was alleged that she was put on inquiry to ask the Chairperson whether the Board approved the contract before relying on his authority.

[43] This Court finds that Bevans satisfies the four conditions set out in *Freeman & Lockyer*. The Chairperson and Vice Chairperson, per the statute, had authority to execute the contract, they would generally have actual authority with respect to such execution in accordance with practice and statute, Bevans relied on that representation (with knowledge that the Minister approved her appointment) and

the BTB was not deprived of the capacity to enter into the contract, that is, the act was not ultra vires.

[44] In addition, it should be recalled that statutory boards are trusted by the general public to operate in accordance with the legislation which incorporates them. To require that every individual, even in senior management, must enquire whether the statutory board's entry into a contract followed the relevant statutory procedure would be unreasonable. It is the members of the Board who are bound to ensure their actions comply with statute. As a rule, persons who do not sit on the Board should not have to run a legal or fact checking exercise to decide whether the Chairperson and the Vice Chairperson can properly enter into an employment contract with them. Such persons should be able to rely on the ostensible authority of these principal officers of the Board, except where a reasonable person would consider that there was something clearly wrong with reliance on that authority.

[45] In the circumstances of this case, Bevans was entitled to rely on the ostensible authority of the Chairperson and Vice Chairperson of the Board, and this presumption is not rebutted by the allegation that she was an insider with actual or apparent knowledge of the operations of the Board.

[46] As it concerns cl 7.1.1 of the employment contract, the clause was present in Bevans' previous contract in 2014 in identical terms and Bevans approached the Minister to negotiate the terms. During this meeting, the Minister had the 2014 contract and the prospective 2019 contract before him.²⁹ There was no unequal bargaining power in the negotiation of the 2019 contract. In negotiating the terms, Bevans approached the Minister who is responsible for approving such remuneration. Though it may be deemed a generous package, the clause cannot be considered penal since it is a primary obligation of the BTB under the contract.

²⁹ *Belize Tourism Board v Michael* BZ 2025 CA 8 (CARILAW), (27 May 2025) at [8].

Michael

- [47] The factual circumstances overlap with the appeal in *Bevans*, in that it was clear that the Minister approved Michael's contract but there was no evidence of the Board's approval. However, the Court of Appeal found as follows at [47]:

The Minister approved the salary and other terms and conditions and the Chair and Vice Chair executed the contract. The knowledge of the Chair and the Vice Chair and that of the Minister can be regarded as knowledge of the Board. The Board's conduct shows that it had no difficulty with the Minister exercising his statutory power under section 14(2) without any input from them except for the Chair and the Vice Chair who are Board members and executed the contract. Further, the Board could have asked to see a copy of the contract so that they could have full knowledge of the terms and conditions. It is not a secret employment contract only for the eyes of the Chairman, Vice Chairman, Ms. Michael and her witness, Ms. Bevans. Therefore, in my view the BTB Board acquiesced in the employment contract including the terms and conditions.

- [48] It should also be noted that the Acting Director of Tourism terminated her employment pursuant to cl 7.1.3 of her employment contract and the Court of Appeal did not interfere with the finding of the trial judge that Michael was terminated without cause.³⁰ The Court of Appeal held that it was unconscionable for the BTB to deny the validity of the contract after accepting it with knowledge of its terms and conditions at the time of termination.³¹ Nonetheless, the Board acquiesced after execution of the contract as Michael continued in the position for one year before the termination. The Board is estopped from challenging the validity of the employment contract, as it was well aware of Michael's appointment, which was approved by the Minister, and the Acting Director of Tourism relied on that same contract for Michael's termination.

- [49] Similar to the *Bevans* case, Michael can also rely on the doctrine of ostensible authority to enforce the contract. She relied on the representation of the Chairperson and Vice Chairperson who ordinarily have actual authority to bind the BTB to a

³⁰ *ibid* at [6] and [80].

³¹ *ibid* at [52].

contract, she is not an insider and the actions of the Chairperson and Vice Chairperson, though non-compliant with the statute, were not ultra vires to render the contract void, nor would it have been Parliament's intention for these actions to invalidate the contract.

- [50] As it concerns the validity of cl 7.1.1, the evidence presented was that Bevans, in her capacity as Director of Tourism / Chief Executive Officer, approached the Minister, to approve the Michael contract.³² Again, similar to the Bevans appeal, cl 7.1.1 featured a primary obligation under the contract. Indeed, such a clause seems to have been present in all contracts of senior employees of the BTB. It was present in Michael's contract and was agreed to by both the BTB and Michael. As it imposed a primary obligation under the contract, the clause cannot be penal.

Cross-Appeal

- [51] The cross-appeal issues are essentially identical in both appeals and therefore are taken together. The respondents contended that the Court of Appeal erred in:
- (a) holding that the appointment was procedurally irregular because the Minister's approval had not been formally conveyed to or recorded by the Board;
 - (b) concluding that the Chairman and Vice Chairman lacked "actual authority" to execute the respondents' employment contract and that the Board had not approved or authorized the execution of the contract; and
 - (c) in failing to apply the doctrines of public law estoppel and acquiescence enunciated by this Court in *Warrington v Dominica Broadcasting Corp.*³³

³² *ibid* at [13].

³³ [2018] CCJ 31(AJ) (DM), (2019) 94 WIR 257.

[52] The appellant raises the preliminary point that grounds (a) and (c) in the Notice of Cross-Appeal are outside r 12.3 of the Caribbean Court of Justice (Appellate Jurisdiction) Rules 2024. That rule provides as follows:

12.3 Notice of cross-appeal

A respondent who –

- (a) wishes the Court to affirm the whole or part of the judgment of the court below on grounds other than those relied on by the court below; or
- (b) wishes to appeal against the whole or part of the judgment of the court below shall file a notice of cross-appeal

Ground (a)

[53] In advancing its preliminary point, the appellant relies on *Braceurself Ltd v NHS England*³⁴ to posit that Bevans and Michael are seeking to challenge reasons for a decision, rather than an order or judgment with the result that the Notice of Cross-Appeal provides no basis for the cross-appeal. The following excerpt from the case is of utility:

[46] ... Moreover, given the increase in the volume of civil litigation generally, and the significant increase since the 1950s of cases run by litigants in person, it is our experience that an important bulwark of the Civil Justice system is the courts' repeated emphasis that any appeal lies against an order of the court, rather than a finding of fact or a stage in the reasoning along the way. *Lake v Lake* is commonly cited as authority for that proposition, and none of us have ever heard it suggested that it was ripe for reconsideration.

[47] We do not consider that Sir Timothy Lloyd's judgment in *Wolff* can be read as if there was no difference between claims or causes of action, and the issues that arose to permit the determination of those claims. On the contrary, there is a very significant difference. Whatever the order said in *Wolff*, the reality was that, by not finding that they had been established, the deputy judge had rejected the claims for procuring conversion and conspiracy. The claimant respondent wished to resurrect those claims, albeit as defence to the appeal. He was entitled to seek to do so, but he required the court's permission, because they were separate claims which had not

³⁴ [2024] 2 All ER 1008.

been upheld. Furthermore, although it was not a part of Sir Timothy Lloyd's decision, it seems to us that the raising of those resurrected claims would have involved at least some variation of the judge's order.

[48] By contrast, the reasons for deciding a single claim in one way or another, and the determination of the issues which arose along the way to that final decision, are inextricably bound up together. They cannot be sensibly separated. Take this case as an example. The claim, and the appeal, centred on Braceurself's claim for Francovich damages due to a manifest error in the scoring, which amounted to a breach of the NHS's procurement obligations. The NHS wish to argue that the judge should not even have been considering the issue of damages for breach, because he had been wrong to find that there was a manifest error. The issues raised by both sides all relate to the single underlying claim in this claim, namely the claim for damages for breach of statutory duty. The determination of those issues was a part of the judge's reasoning along the way to his rejection of that single claim. It is quite impossible to disentangle them.

[54] The Court is not convinced that the finding of procedural irregularity by the Court of Appeal in both appeals falls into the situation as outlined in *Braceurself Ltd v NHS England*. The finding of procedural irregularity by the Court of Appeal goes to the root of affirming that court's order on a legal question. If there was no finding of procedural irregularity, then there would be no need to consider the arguments on ostensible authority and acquiescence and the finding on validity would simply be on the grounds of statutory compliance. In any event, r 12.3 plainly allows a respondent to request of this Court, on a cross-appeal, to affirm the judgment of the Court of Appeal on grounds other than those relied on by that court.

[55] The preliminary point therefore fails. However, for the reasons traversed earlier, the Court of Appeal was entirely correct to conclude that there was procedural irregularity and, indeed, non-compliance with the BTB Act. The cross-appeal therefore similarly fails.

Ground (c)

[56] The appellant argued that Bevans and Michael have no complaint in their cross-appeal that the BTB was estopped and acquiesced in the execution of the

employment contracts. At the hearing of the appeal before us, Mr Barrow, Senior Counsel for Bevens and Michael, clarified that it was not the fact that estoppel and acquiescence did not feature in the judgments of the Court of Appeal but rather that, in application of *Warrington*, the Board in fact retroactively approved the appointment of Bevens and Michael. According to Mr Barrow, this meant that the appointments were fully compliant with the statute. Thus, while the Court of Appeal judgments in both appeals had applied principles of estoppel and acquiescence correctly, Bevens and Michael submitted to this Court that the correct basis for the decision was that there had been compliance with the statute by application of *Warrington*. Again, the root of this issue goes to the previous point on procedural irregularity and compliance with the statute. The respondents are entitled to seek confirmation of the Court of Appeal decision on the ground they allege. Accordingly, this ground of cross-appeal is permissible for this Court to consider.

[57] In *Warrington*,³⁵ s 6(6) of the Dominica Broadcasting Corporation Act³⁶ provided for the appointment of certain personnel by the Board, acting ‘on the advice of the Prime Minister’. The Board had formally approved the appointment and the Prime Minister, by his conduct, approved the appointment by acquiescence. This Court held that it was not necessary for his advice to be given in writing, thus the statutory requirements were satisfied. The following extract at [15] from *Warrington* is instructive:

[15] It does not appear that the requirement of the advice of the Prime Minister involved anything more than his communicating that he approved or accepted the candidate, whether enthusiastically or not. This dispels the nuance that the Prime Minister’s advice was to be treated as equivalent to, or in the nature of, an instrument of appointment. It must be remembered that it was the Board which appointed; not the Prime Minister. Even after the Prime Minister advised, the formality of making the appointment rested with the Board. It would not have been competent for the Prime Minister to make the appointment, no matter how formal and solemn an instrument or letter of appointment he may have issued. This confirms that the requirement for the Prime Minister’s advice was of limited scope, was of no administrative law or governance significance, and had no impact on the

³⁵ [2018] CCJ 31(AJ) (DM), (2019) 94 WIR 257.

³⁶ Cap 45:06.

functioning of the Corporation. As will be discussed below, it was of purely political significance.

[58] The BTB Act and the facts in these appeals are distinguishable from *Warrington*. The approval of the Minister need not be in writing under s 14(1) of the BTB Act, but decisions of the Board were to be recorded in minutes and signed by the Chairperson or Vice Chairperson under s 9(6) of the BTB Act. Therefore, reading ss 9 and 14 together, it was necessary for the decision to approve the appointment to be recorded in the meeting minutes. This must be so because it is the Board who ‘shall appoint’ only on the approval of the Minister. By contrast, in *Warrington*, the Board carried out its function as required by the statute and it was the acquiescence by the Prime Minister that resulted in the satisfaction of the appointment as required by the statute.

[59] In the present appeals, it is clear that it is only the Board, with the power and responsibility to transact business on behalf of the BTB, that can make the appointment final. The Minister simply approves the Board’s decision. Even if the Minister elected someone prior to Board approval, that person cannot be formally appointed until the Board approves by majority vote. Therefore, the contracts in this appeal were not executed in accordance with the statute, but for reasons already outlined above, in the circumstances of these appeals, it was not Parliament’s intention for the contracts to be invalidated given the actions of the Minister, Chairperson, Vice Chairperson and the Board members. This ground of the cross-appeal therefore fails.

Ground (b)

[60] As for the remaining ground (b) of cross-appeal regarding the finding of the lack of actual authority of the Chairperson and Vice Chairperson, it is clear that their power to sign documents came from decisions of the Board per s 8(3) of the BTB Act. Therefore, without a formal decision being made by the Board, they could not have had actual authority, to execute the employment contracts at the time they were

entered into, although the doctrine of ostensible authority remains applicable. This ground of cross-appeal fails.

Conduct of Statutory Boards and Corporate Governance

[61] This Court is moved to comment on certain aspects of this case which concern the conduct of the BTB as a statutory board, and best practices in corporate governance. The hard fact is that statutory boards throughout much of the Caribbean are largely under the control of members of the executive and are designed to carry out the mandate of the government in various sectors of societal endeavour. The BTB is a classic example of this phenomenon. The Board was established by the BTB Act and consists of members appointed by the Minister responsible for tourism. Apart from the fact that one member must be the Permanent Secretary in the Ministry of Tourism (s 3(2)), the Minister effectively has a free hand in deciding the persons who will be members of the Board. The Minister appoints the Chairman of the Board, and the members elect one of their number as the Deputy Chairman. The Minister may determine the tenure of office of members of the Board (s 5). The making of regulations by the Board requires the approval of the Minister (s 15). As we have seen in these appeals, employment of certain high-level staff requires the approval of Minister. It is not unusual or even undesirable for the executive to appoint to the statutory boards and to employ persons who are aligned with its agenda and are willing to carry out the government's vision for the country.

[62] At the same time, it behoves members of statutory boards to be fully cognizant of and to comply with the important statutory obligations they assume upon membership of these boards. These are statutory obligations which must be carried out in good faith in accordance with the statutory intent. Members of boards do not receive protection from the law by virtue of any executive shield. Take the statute in this very case. Section 11 of the BTB Act spells out in considerable detail the duties and functions of the Board. Section 12 spells out the general powers of the Board to transact business. The Board has the independent power to delegate and to appoint certain levels of staff.

- [63] Whether the Board can act only with the approval of the Minister or can act without it, members of the Board owe an independent fiduciary obligation to the statutory entity established by Parliament. It is the case that s 17 of the BTB Act grants protection to members of the Board by prohibiting any proceedings personally against members in respect of any act done *bona fide* in pursuance or execution or intended execution of the Act. Similar legislative provisions in Trinidad and Tobago³⁷ did not shield members of a statutory board who abdicated compliance with their statutory and fiduciary duties in favour of acquiescing in ministerial decision-making. Landmark judgments in that jurisdiction establish that directors are fiduciaries and are not merely ‘rubber stamps’ for government or shareholder directives. Where directors fail to fulfil their fiduciary duties, they may be held personally liable for loss caused by that failure.
- [64] The recent Trinidad and Tobago case of *Sports Co of Trinidad and Tobago Ltd (SporTT) v Paddington*³⁸ is instructive. It has been customary for governments to incorporate private limited for-profit companies under the Companies Act (referred to as State Enterprises) for the purpose of putting into effect their various policy decisions. The shareholders of these companies are often nominees of the State, such as the Minister of Finance. The Board of Directors are appointed by the government of the day. The Sport Company of Trinidad and Tobago is one of those companies, and the defendants were all Directors appointed to the Board except the 14th Defendant who was the CEO of *SporTT*. After elongated litigation, the High Court of Trinidad and Tobago held that the defendants had breached their fiduciary duties by approving a TTD34 million ‘LifeSport’ program contract. The court rejected the argument of the directors that they were merely following ministerial directives. Rahim J decided that board members must exercise independent judgment rather than rubber-stamping ministerial decisions. The negligent directors were ordered to pay damages in a key governance precedent. In the words of the judge:

³⁷ Companies Regulations, Chap 81:01, reg 4, sch 2 pt 9.

³⁸ (TT HC, 23 July 2025). This judgment is under appeal.

The court finds that all of the Defendants therefore owed a duty to the company to ensure that that [sic] the service provider was competent and capable of providing the service. On the evidence before the court none of the Directors (save as set out above) raised genuine questions in relation to the information that was provided to them and sought to be satisfied before making an informed decision. The decision appeared to be taken with much haste as propelled by the CEO. The Chairman permitted this to happen without considering that the Board should pause and properly consider the decision, in light of the documents before them. The court also finds that what the Board did was to essentially select eBeam because this is what the Ministry of Sport wanted and directed without honest consideration and without acting in good faith with a view to the best interests of the company. The decision required the exercise of care and diligence of a reasonably prudent person and on all counts on the evidence the Defendants failed at so doing. This is also inherent in their defence in which they argue that they were bound to follow the instruction of the Ministry of Sport.³⁹

[65] In the present appeals this Court was called upon to affirm or overturn decisions that found employment contracts valid and enforceable, based on principles of contract law. Any political interplay that may have motivated the execution and, later, the termination of the contracts was not relevant in the determination of these appeals. However, it is necessary to say that political administrations must prioritise competence, public trust, confidence and transparency. Employment contracts executed by State operated bodies of previous administrations are binding on subsequent Boards unless contrary to legal contractual principles. In this case, as the Court of Appeal also recognised, the Board could make regulations on approval by the Minister and subject to negative resolution.⁴⁰ It is a matter for the legislature to determine whether greater transparency in appointments to senior statutory positions, whether by virtue of change of regulations or otherwise, is appropriate at this time.

Disposition

[66] For reasons given above, the appeals and the cross-appeals are dismissed. There will be no order as to costs.

³⁹ *ibid* at 17.

⁴⁰ BTB Act, CAP 275, s 15.

/s/ W Anderson

Mr Justice Anderson (President)

/s/ M Rajnauth-Lee

Mme Justice Rajnauth-Lee

/s/ P Jamadar

Mr Justice Jamadar

/s/ C Ononaiwu

Mme Justice Ononaiwu

/s/ C Eboe-Osuji

Mr Justice Eboe-Osuji