IN THE CARIBBEAN COURT OF JUSTICE
APPELLATE JURISDICTION

ON APPEAL FROM THE COURT OF APPEAL OF BELIZE

CCJ Appeal No BZCV2025/006
BZ Civil Appeal No 9 of 2024

BETWEEN

RUDOLPH RAMIREZ
JULIUS ZABANEH **APPELLANTS**

AND

THE ATTORNEY GENERAL OF BELIZE
THE MINISTER OF NATURAL RESOURCES **RESPONDENTS**

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

Date of Judgment: **26 November 2026**

Appearances

The Rt Hon Dean O Barrow SC, Ms Naima Barrow and Mr William Lindo for the Appellants

Mr Eamon H Courtenay SC and Ms Samantha Matute for the Respondents

Land — National lands — Minister's Fiat Grant — Duplicate grant — Whether second grant can pass valid title – National Lands Act, CAP 191, ss 2, 16, 17, 19, 20, 21 — National Lands Rules, r 6.

Practice and procedure — Appeal — Notice to contend the decision of the court below be varied (Notice to Vary) — Whether Notice to Vary can challenge decision on liability — Senior Courts Act 2022, ss 199, 205 — Court of Appeal Rules, ord II.

Constitutional law — Fundamental rights and freedoms — Protection from arbitrary deprivation of property — Rights of a bona fide purchaser (assignee) — State duty to provide effective remedy for land registration errors — Belize Constitution Act, CAP 4, s 17.

SUMMARY

The appellants in this appeal, Rudolph Ramirez and Julius Zabaneh, challenged an order of the Court of Appeal of Belize, which varied the High Court's award of damages for breach of an agreement for sale of land to a refund of the purchase price paid.

In 2008, the Minister of Natural Resources issued a Minister's Fiat Grant to Rudolph Ramirez in respect of 14.76 acres of land in Cats Caye, Stann Creek District, for the sum of BZD2,878.20. Subsequently, Mr Ramirez discovered that this land had previously been transferred to Paumen's Pleasure Cove Lodge Ltd by a Minister's Fiat Grant in 2005. In 2019, the 2008 Minister's Fiat Grant to Mr Ramirez was cancelled after he applied for a rectification, but the same parcel of land was simultaneously issued to him by another Minister's Fiat Grant. Mr Ramirez later assigned his interest in the land to Julius Zabaneh.

In the High Court, the appellants sought specific performance of the 2019 contract between Mr Ramirez and the Minister for the purchase of the land free from any incumbrance or defect, or alternatively damages representing the market value of the land for breach of contract. In its defence, the Government contended that the claim was statute-barred as the cause of action arose with the 2008 contract. The appellants replied that the 2019 Minister's Fiat Grant affirmed the contract and constituted another breach of the contract. They applied to strike out the defence as having disclosed no reasonable ground for defending the claim.

In 2023, the trial judge struck out the defence, ordered Mr Ramirez to surrender the 2019 Minister's Fiat Grant, and directed compensation to the appellants for breach of contract in the form of damages representing the market value of the land. In a 2024 decision, the judge awarded the appellants damages in the sum of BZD2,085,068.08, with interest from 1 January 2024, and costs.

The appellants appealed the award, alleging the trial judge made various errors in assessing the market value of the land and awarding interest. The respondents countered by filing a Notice to Vary the trial judge's 2024 award to an order that the 2019 Minister's Fiat Grant was null and void and that Mr Ramirez be repaid the purchase price. The Court of Appeal dismissed the appeal and granted the relief sought by the respondents. While concluding that the appeal against the damages assessment fell away, the court did not find that the trial judge made any errors in that assessment or the interest award.

In their appeal to this Court against the judgment of the Court of Appeal, the appellants argued that the respondents' Notice to Vary did not properly invoke the Court of Appeal's jurisdiction to review the 2023 order, and that the court made erroneous findings in considering the challenge to that order. The respondents also contended that the Court of Appeal was wrong not to find errors in the trial judge's assessment of the market value of the land and award of interest.

In the lead judgment authored by Ononaiwu J, the Court identified two key issues for determination: first, whether the Court of Appeal erred in entertaining the Notice to Vary, and second, whether the Court of Appeal erred in finding that the 2019 Minister's Fiat Grant was void and the appellants were not entitled to damages.

On the procedural issue, the Court found that the Court of Appeal did not err in entertaining the Notice to Vary. The Court noted that s 205 of the Senior Courts Act 2022 confers on the Court of Appeal extensive powers to ensure the just determination of the merits of the real question in dispute between the parties. The Court held that the Court of Appeal was correct to recognise that to justly determine the appeal on the merits, it needed to address the issue of the appellants' entitlement to damages representing the market value of the land. To preclude the Court of Appeal from reviewing the legal foundation of the 2024 award of damages, in the absence of an appeal of the judge's 2023 order, would result in unnecessary fragmentation and multiplication of proceedings. The Notice to Vary, having been properly filed, invoked the Court of Appeal's wide jurisdiction to hear and determine the appeal and the court's accompanying powers to ensure substantive justice.

In relation to the substantive issue, the Court agreed with the determination of the Court of Appeal that under the provisions of the National Lands Act, a second Minister's Fiat Grant over the same parcel of land cannot pass a valid title to that land. The Court found erroneous the determination of the Court of Appeal in *Attorney-General of Belize v Vega* (BZ SC, 31 July 2019) that the statutorily prescribed effect of a Minister's Fiat Grant is that a duplicate grant creates a 'duplicate title'. This Court held that a Minister's fiat is effective to pass an estate in fee simple over *national lands* to the grantee and the allowable assigns of that grantee. The Court concurred with the reasoning of the Court of Appeal in the present case that once a Minister's Fiat grant is issued with respect to a parcel of land, that land ceases to be 'national lands'. Therefore, a Minister has no power or authority to make any subsequent fiat grant in respect of land that was already the subject of a fiat grant.

Accordingly, the Court agreed with the Court of Appeal that the subject matter of the 2019 Minister's Fiat Grant issued to Mr Ramirez was not national land, as that land had already been the subject of a fiat grant to Paumen's Pleasure Cove Ltd. From the outset, the contract between Mr Ramirez and the Minister was therefore impossible to perform and thus void and unenforceable. The Court found that the Court of Appeal was correct to conclude that the statement of claim disclosed no cause of action and, given that Mr Ramirez knew of the prior Minister's Fiat Grant, was an abuse of the process of the court. The Court found that it was appropriate for the Court of Appeal to declare the 2019 Minister's Fiat Grant in the name of Rudolph Ramirez null and void and order the refund to Mr Ramirez of the purchase price paid for the land. Having affirmed the Court of Appeal's finding that Mr Ramirez was not entitled to damages, the Court did not consider the appellants' challenge of the Court of Appeal's findings as to the trial judge's assessment of the market value of the land and award of interest.

The Court took the opportunity to emphasise the importance of the maintenance by the Government of accurate records of grants of national lands. The Court noted that the maintenance of accurate records, and the conduct of searches of such records by prospective purchasers of national lands, enable the timely discovery of whether a grant had already been issued for a parcel of land. In addition, the Court observed that where it is discovered that a second Minister's Fiat grant was issued in respect of the same parcel

of land, the Government cannot remedy this situation by issuing a new fiat that purports to rectify an error in the entry of the second grant in the National Lands Book. Other remedial action, which is effective and appropriate to the particular circumstances of the case, would be necessary.

In a concurring opinion, Jamadar J explored the general imperative of the State to provide an effective remedy in relation to a *bona fide* purchaser similarly circumstanced to Mr Zabaneh, whose search of the National Lands Books would have found the 2019 Grant as the grant closest in time to his search. Jamadar J noted that s 21 of the National Lands Act, read literally and reductively, only prescribes a very limited form of rectification, which is the cancellation of an erroneous entry or plan and the issuance of a new and proper entry or plan. However, Jamadar J noted that this Court's decision in the *Maya Leaders Alliance* case suggests that the State may be obliged to act positively and correctively to fulfil its obligations that are designed to protect and enable fundamental rights. Jamadar J opined that the National Lands Act, read purposively and contextually, reveals a clear statutory design that intends rectification that is remedial and aligned with the State's constitutional obligations to provide an effective remedy for State errors which seemingly implicate property rights and the protection of the law. He noted that the State need not wait on a court decision to act to fulfil this legislative intent.

The Court therefore dismissed the appeal and ordered that the 2019 Minister's Fiat Grant in the name of Rudolph Ramirez was null and void, the respondents shall repay to Mr Ramirez the sum of BZD2,878.20, and the appellants shall pay to the respondents standard costs in this Court, in the amount of USD22,500, and costs in the courts below, to be assessed if not agreed.

Cases referred to:

A-G of Belize v Vega (BZ SC, 31 July 2019); *Dipcon Engineering Services Ltd v Bowen* (2004) 64 WIR 117; *Frett v Wheatley Consulting* VG 2006 CA 6 (CARILAW), (1 June 2006); *Gerlach v Clifton Bricks Pty Ltd* (2002) 209 CLR 478; *Hanna v A-G* (BZ CA, 21 July 2026); *Jogie v Sealy* [2022] UKPC 32, TT 2022 PC 13 (CARILAW); *KMG International NV v DP Holding SA* VG 2018 CA 7 (CARILAW), (16 April 2018); *Lunnun v Singh* [1999] All ER (D) 718; *Lux Locations Ltd v Zhang* [2023] UKPC 3, AG 2023 PC 1 (CARILAW); *Maya Leaders Alliance v A-G of Belize* [2015] CCJ 15 (AJ) (BZ), (2015) 87 WIR 178; *Panday v Panday* [2026] CCJ 4 (AJ) GY; *Persaud v Persaud* [2026] CCJ 2

(AJ) GY; *Ramirez v A-G* BZ 2024 SC 5 (CARILAW), (2 January 2024); *Ramirez v A-G* (BZ CA, 29 August 2025); *Sing v Bengal Government* (1859) 7 Moo Ind App 283, 19 ER 316; *Strachan v Gleaner Co Ltd* (2005) 66 WIR 268; *Vega v A-G of Belize* BZ 2022 CA 13 (CARILAW), (7 April 2022); *Vehicles & Supplies Ltd v Financial Institutions Services Ltd* (2005) 66 WIR 260; *Watson v Fernandes* [2007] CCJ 1 (AJ) (GY), GY 2007 CCJ 3 (CARILAW).

Legislation referred to:

Belize – Belize Constitution Act, CAP 4, National Lands Act, CAP 191, National Lands Rules, Senior Courts Act 2022, Senior Courts (Civil Procedure) Rules 2025, Senior Courts (Court of Appeal) Rules, Supreme Court (Civil Procedure) Rules 2005; **Trinidad and Tobago** – Supreme Court of Judicature Act, Chap 4:01.

Other Sources referred to:

Caribbean Court of Justice (Appellate Jurisdiction) Rules 2024; Iyo J, 'An Overview of Land Administration and Management in Belize' (Workshop on Land Policy, Administration and Management in the English – Speaking Caribbean, Port of Spain, Trinidad and Tobago, 19–21 March 2003).

JUDGMENT

Reasons for Judgment

Ononaiwu J (Anderson P and Rajnauth-Lee, Jamadar, and Eboe-Osuji JJ concurring) [1] – [62]

Jamadar J [64] – [80]

Disposition [63]

ONONAIWU J:

Introduction

[1] This is an appeal against the judgment of the Court of Appeal of Belize, which varied the decision of the High Court that ordered the Government to pay

BZD2,085,068.08 in damages for breach of an agreement for sale of land to the first appellant, as compensation representing the market value of the land. Having found that, at the time of the purported grant of the land by the Minister of Natural Resources to the first appellant, both parties knew that the Government had already transferred the land to a third party, the Court of Appeal declared the invalidity of the Minister's grant to the first appellant and ordered the Government to repay the first appellant the purchase price in the sum of BZD2,870.20.[1]

[2] For the reasons that follow, this Court dismissed the appeal and upheld the finding of the Court of Appeal that the grant to the first appellant is void and the appellants are not entitled to damages. This Court also held to be erroneous the earlier determination of the Court of Appeal of Belize in *Vega v Attorney General of Belize*[2] that a second Minister's Fiat Grant in respect of the same land was effective to create a duplicate title which conferred an estate in fee simple in favour of the grantee.

Factual Background and History of Litigation

[3] In 2008, the Minister of Natural Resources, the second respondent ('the Minister'), issued Minister's Fiat Grant No 304 of 2008 to Rudolph Ramirez, the first appellant ('Mr Ramirez'), in respect of 14.76 acres of land in Cats Caye, Stann Creek District, for the sum of BZD2,878.20. In 2014, Mr Ramirez discovered that this parcel of land had previously been transferred to Paumen's Pleasure Cove Lodge Ltd (Paumen's Pleasure Cove), a third party, in 2005 by Minister's Fiat Grant No 1205 of 2005.

[4] In 2015, Mr Ramirez applied for a rectification of the grant. On 5 September 2019, a Minister's Fiat Rectify Error was issued, which stated that Minister's Fiat Grant No 304 of 2008 was erroneously issued to Mr Ramirez, indicated that the entry number on the grant should have been 11204 and not 11024, and directed the

[1] The correct purchase price was BZD2,878.20 but was inaccurately taken to be BZD2,870.20 in the calculation of the award by the High Court.
[2] BZ 2022 CA 13 (CARILAW), (7 April 2022).

cancellation of the entry for that grant in the National Lands Book. Also on 5 September 2019, the same parcel of land was issued to Mr Ramirez by Minister's Fiat Grant No 157 of 2016.[3] In September 2020, Mr Ramirez assigned his interest in the land to Julius Zabaneh, the second appellant.

[5] In November 2021, the appellants filed a claim in the High Court, seeking specific performance of the contract between Mr Ramirez and the Minister, made on 5 September 2019, for the purchase of the freehold estate of 14.76 acres of land free from any incumbrance and/or defect, or alternatively general damages representing the market value of the land for breach of the contract, along with interest and costs.

[6] In its filed defence, the Government contended that the claim was statute-barred (having been initiated more than six years after the cause of action arose with the 2008 contract) and that the Minister could not have transferred the land to Mr Ramirez as the land had been previously conveyed to Paumen's Pleasure Cove. In reply to the limitation defence, the appellants contended that the grant rectification and issuance of the second Minister's Fiat Grant in 2019 affirmed the contract and constituted another breach of the contract. The appellants filed an application to strike out the defence on the ground that the defence disclosed no reasonable ground for defending the claim.

[7] Upon the respondents' no objection to the strike out application, the trial judge, Farnese J, by order made on 16 February 2023 and perfected on 2 March 2023, (i) struck out the defence, (ii) entered judgment for the appellants, (iii) directed compensation for the Appellants in the form of damages representing the market value of the land for breach of the contract made between Mr Ramirez and the Minister on 5 September 2019, and (iv) mandated Mr Ramirez to surrender Minister's Fiat Grant No 157 of 2016. For the subsequent hearing of the assessment of damages, the Government's expert valued the property at BZD5,018,000 as of

[3] The correspondence from the Lands and Surveys Department to Mr Ramirez dated 5 September 2019 advised him of the issue of Fiat No 157 of 2019 (not Fiat No 157 of 2016).

April 2023, while the appellants' expert estimated the market value to be BZD8,900,000 as of September 2019.

[8] In a decision dated 2 January 2024,[4] Farnese J accepted the valuation of the Government's expert as the fairest and most accurate market value of the land and adjusted it to BZD2,087,938.28 to reflect the value as of September 2019, as the parties agreed. The judge awarded the appellants damages in the sum of BZD2,085,068.08 (representing the market value less purchase price[5]), with interest from 1 January 2024, and costs.

[9] The appellants appealed the award. They alleged that the trial judge erred in relying on the Government's expert witness, embarking on her own valuation exercise without inviting the parties to make submissions, in breach of their constitutional right to a fair hearing and/or right to natural justice, and awarding interest from the date of judgment rather than the date of breach. The appellants also contended that the judge was biased against them.

[10] The respondents filed a Notice of Intention to Contend that the Decision of the Court Below be Varied (Notice to Vary), seeking variation of the decision of Farnese J to award to the appellants damages of BZD2,085,068.08 for breach of contract, together with interests and costs. The respondents sought from the Court of Appeal an order that Minister's Fiat Grant No 157 of 2016 is null and void and Mr Ramirez be repaid the sum of BZD2,870.20, or alternatively, that the matter be remitted to the High Court for a retrial. The respondents asserted that the trial judge erred in awarding damages based on the market value of the land, when the statement of claim disclosed that the grant was issued by the Minister with the knowledge of both parties that the land was not vested in the Government and had already been transferred to Paumen's Pleasure Cove.

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[4] *Ramirez v A-G* BZ 2024 SC 5 (CARILAW), (2 January 2024).
[5] The trial judge mistakenly deducted BZD2,870.20, instead of BZD2,878.20, as the purchase price.

[11] The Court of Appeal, in a judgment delivered on 29 August 2025 by Bulkan JA with Bertram P and Foster JA concurring,[6] dismissed the appeal. The court granted the respondents the orders sought in their Notice to Vary, namely, declaration of the invalidity of the later fiat grant and repayment of the purchase price to Mr Ramirez, along with costs of the appeal and in the court below. The Court of Appeal held that it had jurisdiction to entertain the Notice to Vary and the respondents' notice had been validly given. The court concluded that the 2019 contract between the Government and Mr Ramirez was impossible to perform, and thus void and unenforceable, because the land in question had already been granted to a third party. The Court of Appeal therefore found that the statement of claim disclosed no cause of action and was an abuse of process of the court.

[12] Although the Court of Appeal concluded that the appeal regarding the assessment of damages fell away entirely, the court nonetheless considered the grounds of appeal raised by the appellants. The court found that the trial judge did not err in accepting the valuation of one expert over the other, rejected the suggestion of bias on the part of the judge and concluded that no breach of the appellants' constitutional rights had been established. The court also observed that the exercise of the judge's discretion to award interest from the date of the decision instead of the date of breach could be justified.

Appeal to the Caribbean Court of Justice

[13] By Notice of Appeal filed on 24 December 2025, the appellants appealed to this Court against the whole judgment of the Court of Appeal. Their 11 grounds of appeal feature 2 broad contentions. First, the appellants contend that the Court of Appeal was wrong to set aside the 2023 order of Farnese J, which entered judgment in their favour and directed compensation in the form of damages representing the market value of the land. In this regard, the appellants advance procedural objections to the respondents' Notice to Vary, arguing that it did not properly

[6] *Ramirez v A-G* (BZ CA, 29 August 2025).

invoke the Court of Appeal's jurisdiction to review the 2023 order. Further, the appellants assert that, in any case, the Court of Appeal made erroneous findings in considering the challenge to the 2023 order. Second, the appellants contend that the Court of Appeal was wrong not to find that the trial judge made certain errors in assessing the market value of the land and awarding interest.

[14] The appellants seek an order setting aside the decision of the Court of Appeal, an award of compensation from this Court reflecting its calculation of the market value of the land, with interest accruing from 5 September 2019, or alternatively, an order remitting the matter to the High Court for reassessment of the market value of the land, together with costs before this Court and in the courts below.

[15] Two key issues arise for this Court's determination, namely:

(i) whether the Court of Appeal erred in entertaining the Notice to Vary; and

(ii) whether the Court of Appeal erred in finding that the 2019 Minister's Fiat Grant was void and the appellants are not entitled to damages.

[16] If the Court of Appeal was correct to entertain the Notice to Vary, a threshold question is whether Mr Ramirez and the Minister could have contracted to sell land that they knew had been previously granted to a third party. In answering this question, this Court will examine the correctness of the determination by the Court of Appeal in *Vega* that a second Minister's Fiat Grant in respect of the same parcel of land was effective to create a duplicate title which conferred an estate in fee simple on the grantee.

[17] If this Court were to uphold the Court of Appeal's declaration of the invalidity of the 2019 grant and finding that the appellants are not entitled to an award of damages, there would be no need to consider the appellants' challenge of the Court of Appeal's findings as to the trial judge's assessment of the market value of the land and award of interest.

Analysis and Conclusions

Whether the Court of Appeal Erred in Entertaining the Notice to Vary

[18] A core contention of the appellants is that the respondents' Notice to Vary the trial judge's 2024 damages award could not invoke the Court of Appeal's jurisdiction to review the judge's 2023 order that entered judgment for the appellants and mandated damages representing the market value of the land. The appellants submitted that the Notice to Vary was nominally a cross-appeal against the quantum of damages awarded, mounted after their own appeal against that award, but effectively was a late, impermissible challenge to the judge's earlier, separate finding on liability.

[19] The appellants argued that their appeal of the quantum of the 2024 award of damages did not permit the respondents to indict the 2023 liability order. They maintained that to attack the 2023 liability order, the respondents needed to have pursued the separate route of applying to set that order aside or appealing the order. Otherwise, the issue of liability was res judicata. In support of this proposition, they relied on *Strachan v Gleaner Co Ltd,*[7] *Lunnun v Singh*[8] and *Dipcon Engineering Services Ltd v Bowen.*[9]

[20] The appellants contended that the Court of Appeal was 'devoid of jurisdiction' to consider the Notice to Vary's challenge to the 2023 liability order. They submitted that the 2023 order was a final judgment on the merits, relying on *Vehicles & Supplies Ltd v Financial Institutions Services Ltd,*[10] in which the Judicial Committee of the Privy Council held that, 'summary judgment in proceedings in which a defendant appears and offers a defence, but the defence is held to be wholly defective, is a final judgment on the merits.'[11] They argued that there is no substantive distinction between a summary judgment issued under pt 15 of the High Court's Civil Procedure Rules and the trial judge's 2023 judgment, which was

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[7] (2005) 66 WIR 268 at [16].
[8] [1999] All ER (D) 718.
[9] (2004) 64 WIR 117.
[10] (2005) 66 WIR 260.
[11] ibid at [22].

entered after an application to strike out the defence pursuant to pt 26 of those Rules.[12] The appellants maintained that the respondents needed to have appealed the 2023 order, as a final judgment, within 21 days from the date on which the order was perfected.[13]

[21] The appellants contended that even if the 2023 liability order was in fact an interlocutory order, it was not reviewable by the Court of Appeal without leave to appeal,[14] for which the respondents would have needed to apply within 21 days from the date on which the order was perfected.[15]

[22] The respondents maintained that the Notice to Vary was directed to the 2024 damages order, not the 2023 liability order, with the substantive relief sought being the variation of the award of damages for breach of contract to a refund of the purchase price paid. They contended that the Notice to Vary was not an attempt to circumvent the appellate procedure, and it had been properly filed in accordance with the Court of Appeal Rules. Noting the wide jurisdiction of the Court of Appeal under statute, the respondents argued that appellate courts have an important obligation to correct errors of trial judges. They also argued that public policy eschews multiplicity of appeals, relying on the decision of the High Court of Australia in *Gerlach v Clifton Bricks Pty Ltd*.[16]

Legislative Framework Governing Civil Appeals

[23] The relevant statutory framework governing the Court of Appeal's jurisdiction and powers in civil appeals is a useful starting point for examining the appellants' contention that the Court of Appeal erred when it countenanced the Notice to Vary.

[24] Section 199 of the Senior Courts Act 2022 confers the jurisdiction on the Court of Appeal to 'hear and determine appeals from judgments and orders of the High Court

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[12] The appellants made the application to strike out the defence pursuant to r 26.3(1)(c) of the Supreme Court (Civil Procedure) Rules 2005, now the Senior Courts (Civil Procedure) Rules 2025.
[13] Senior Courts Act 2022, ss 201(1)(a), 202(1).
[14] ibid s 201(3)(b).
[15] ibid s 202(1).
[16] (2002) 209 CLR 478 at [4].

given or made in civil proceedings and for all purposes of and incidental to the hearing and determination of any such appeal.'[17]

[25] Section 205 of the Act imbues the Court of Appeal with wide-ranging powers when hearing civil appeals, including the powers to:

> confirm, vary, amend or set aside the order or make any such order as the High Court or the judge thereof from whose order the appeal is brought might have made, or to make any order which ought to have been made, and to make such further or other order as the case may require.[18]

[26] Notably, s 205(2) of the Act specifies the ultimate power of the Court of Appeal to determine civil appeals as it thinks just. That provision reads as follows:

> The powers of the Court under this section may be exercised notwithstanding that no notice of appeal or respondent's notice has been given in respect of any particular part of the decision of the High Court or the judge thereof from whose order the appeal is brought or by any particular party to the proceedings in that court, or that any ground for allowing the appeal or for affirming or varying the decision of that court is not specified in such notice; and *the Court may make any order on such terms as the Court thinks just to ensure the determination on the merits of the real question in controversy between the parties* (emphasis added).

[27] Order II of the Court of Appeal Rules, made pursuant to the Senior Courts Act, sets out the procedural framework for how the court exercises its jurisdiction in civil appeals. The rules address notice by a respondent seeking variation of the decision of the court below. Where an appeal lies by leave only, r 2(3) requires the respondent to apply for leave to appeal in order to vary the decision of the court below and to give notice of the intention to do so, within 7 days of service of the prospective appellant's application for leave to appeal. Where leave is not required for an appeal, r 5 provides that the respondent, within 14 days of service of the notice of appeal, shall give notice of the intention to contend that the decision of the court below should be varied.

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[17] Senior Courts Act 2022, s 199(1).
[18] ibid s 205(1)(a).

[28] At this juncture, we make several observations about the Court of Appeal's jurisdiction and powers in respect of civil appeals. First, the court's jurisdiction to hear and determine civil appeals is conferred by statute. Procedural rules for invoking the court's jurisdiction cannot extinguish, negate or remove that jurisdiction.[19]

[29] Second, the Court of Appeal Rules allow a respondent to seek variation of the decision of the court below, without limiting the scope of the variation of the decision which may be sought. In *Frett v Wheatley Consulting,*[20] a decision of a single Judge of Appeal of the Eastern Caribbean Court of Appeal, Barrow JA found no basis for imposing a limitation on the scope of a variation of the decision of the High Court that the respondents could seek in their counter notice, in circumstances where r 62.8 of the 2000 Civil Procedure Rules imposed no limitation on the scope of a counter notice.[21] The approach of Barrow JA was adopted by a three-member panel of the Eastern Caribbean Court of Appeal in *KMG International NV v DP Holding SA*.[22]

[30] Third, where an appellant has a right of appeal, the respondent is entitled, pursuant to ord II, r 5, to file a notice of intention to contend that the decision of the court below should be varied. In those circumstances, ord II, r 2 does not apply, and the respondent need not seek leave to appeal to vary the decision of the court below.

[31] Fourth, substantive justice should be the court's ultimate goal in hearing an appeal. The court has extensive powers to ensure the just determination of the merits of the real question in dispute between the parties. Those powers include making such orders as the High Court might have made or ought to have made. The Court is not precluded from exercising its powers because a particular part of the decision of the court below has not been challenged by the appellant or respondent, or because a ground for challenging the decision has not been specified in the notice of appeal or respondent's notice. This is affirmed in the Court of Appeal Rules, which provide

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[19] *Persaud v Persaud* [2026] CCJ 2 (AJ) GY at [37] (Ononaiwu J), [63] (Eboe-Osuji J), [94] (Jamadar J).
[20] VG 2006 CA 6 (CARILAW), (1 June 2006).
[21] ibid at [18].
[22] VG 2018 CA 7 (CARILAW), (16 April 2018).

that the respondent's omission to file a Notice to Vary shall not diminish the powers conferred upon the Court of Appeal under the Act, while confirming the court's discretion to adjourn the appeal or make a special order as to costs.[23]

[32] The appellants argued that a limitation of the powers of the Court of Appeal resulted from the absence of a statutory provision in Belize that was equivalent to s 39(3) of the Supreme Court of Judicature Act of Trinidad and Tobago, which provides that the powers of the Court of Appeal shall not be restricted by reason of any interlocutory order from which there has been no appeal. In making this argument, they cited *Jogie v Sealy*,[24] an appeal to the Privy Council from Trinidad and Tobago, in which the Board referred to s 39(3) in holding that the defendant's decision not to appeal an interlocutory order, while continuing to trial, did not constitute an abuse of process and there was no issue estoppel.[25] We do not accept the appellants' argument, which would place an unjustifiable restriction on the powers that the Court of Appeal is expressly given under s 205 of the Senior Courts Act to ensure substantive justice in a case.

The Court of Appeal's Decision

[33] The Court of Appeal found that, once properly filed, the respondents' Notice to Vary raised a legitimate issue which must be addressed by the court, namely, the legal foundation for the assessment of damages conducted by the trial judge. The court observed that given the obvious defect in the title of Mr Ramirez, the appellants' entitlement to damages was in doubt.[26] Bulkan JA considered the appellants' distinction between damages and liability to be illogical and unsustainable, noting that it would not make sense to debate the quantum of damages if there was no basis upon which to award damages in the first place.[27]

[34] The Court of Appeal concluded that, in accordance with ord II, r 5, the Notice to Vary was properly filed by the respondents on 20 March 2024, within 14 days of

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[23] Senior Courts (Court of Appeal) Rules, ord II, rr 5(3), 2(5).
[24] [2022] UKPC 32, TT 2022 PC 13 (CARILAW).
[25] ibid at [65].
[26] *Ramirez v A-G* (BZ CA, 29 August 2025) at [19].
[27] ibid at [24].

service of the notice of appeal on 7 March 2024. Accordingly, the court's jurisdiction had been duly invoked.[28]

[35] The court rejected the appellants' contention that the Notice to Vary was effectively an attempt to appeal the judge's 2023 order considerably out of time. The court reasoned that the 2023 order was an interlocutory order – as opposed to a final order – because the trial would have continued had the trial judge refused the application to strike out the defence. Citing dicta from the Judicial Committee in *Sing v Bengal Government*,[29] Bulkan JA noted that there was no obligation for the respondents to appeal such an interlocutory order immediately and that one appeal at the end of the proceedings, where all issues could be properly ventilated, was not only permitted but favoured.[30]

[36] Since there was no mandatory obligation to appeal every interlocutory order and the Notice to Vary was filed within the stipulated time, the court concluded that the Notice to Vary was properly before the court and could legitimately raise all relevant issues.[31]

[37] Applying the reasoning of the Privy Council in *Lux Locations Ltd v Zhang,*[32] a case where judgment was granted in default, the Court of Appeal found that the respondents' non-objection to the application to strike out the defence did not relieve the trial judge of her duty to scrutinise the merits of the appellants' claim and likewise did not preclude the Court of Appeal from ascertaining whether judgment was properly entered. The court therefore proceeded to examine whether the entry of judgment for the appellants upon the striking out of the defence was justified and could be sustained on the statement of claim.[33]

[38] We find no error in the decision of the Court of Appeal to entertain the respondents' Notice to Vary, or flaw in the reasoning that underpinned that decision. There being

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[28] ibid at [20].
[29] (1859) 7 Moo Ind App 283, 19 ER 316.
[30] *Ramirez v A-G* (BZ CA, 29 August 2025) at [23].
[31] ibid at [25].
[32] [2023] UKPC 3, AG 2023 PC 1 (CARILAW).
[33] *Ramirez v A-G* (BZ CA, 29 August 2025) at [35], [36].

no limitation on the scope of a Notice to Vary prescribed under the Court of Appeal Rules, it was entirely open to the respondents to raise in their notice the issue of the appellants' entitlement to damages. We find to be conceptually problematic the appellants' clinical separation of the liability judgment and assessment of damages. In *Strachan*,[34] on which the respondents also relied, the Privy Council affirmed that a judgment for damages to be assessed is the source of the plaintiff's right to damages and is completed and made effective by the assessment. The Court of Appeal was correct to recognise that in order to justly determine the appeal on the merits, it needed to address the issue of the appellants' entitlement to damages representing the market value of the land.

[39] We disagree with the appellants that the Notice to Vary was effectively an attempt to circumvent the appellate procedure prescribed under the Senior Courts Act and the Court of Appeal Rules. To preclude the Court of Appeal from reviewing the legal foundation of the 2024 award of damages, in the absence of an appeal of the judge's 2023 order, would result in unnecessary fragmentation and multiplication of proceedings. The Notice to Vary, having been properly filed, invoked the wide jurisdiction conferred on the Court of Appeal to hear and determine the appeal and the accompanying powers of the court to ensure substantive justice in determining the real question in dispute between the parties.

Whether the Court of Appeal Erred in Finding that the 2019 Minister's Fiat Grant is Void and the Appellants are not Entitled to Damages

[40] The appellants contend that the trial judge, because of *stare decisis,* was bound by the Court of Appeal's decision in *Vega* and its affirmation that a second fiat grant in respect of the same parcel of land was effective to create a duplicate title which conferred an estate in fee simple on the grantee. Accordingly, the trial judge could not have found, as the Court of Appeal later concluded, that the contract between Mr Ramirez and the Minister for the sale of the land was impossible and the statement of claim disclosed no cause of action and was in fact an abuse of process.

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[34] (2005) 66 WIR 268 at [17].

[41] The respondents maintain that the Court of Appeal was correct to find that the agreement to sell the land, on which the award of damages is premised, was impossible to perform because the land had been sold before it was purportedly transferred to Mr Ramirez. They argued that it was manifestly bad law for the Court of Appeal in *Vega* to find that the second fiat grant was effective to pass an estate in fee simple.

[42] In the present case, the Court of Appeal examined closely its earlier judgment in *Vega,* in light of its influence on the trial judge's striking out of the defence and entry of judgment for the appellants and the fact that it was instrumental to the positions taken by the parties on the substance of the Notice to Vary.[35] While acknowledging that the trial judge felt bound by the Court of Appeal's decision in *Vega,* Bulkan JA did not find that any of the rationales for that decision were applicable to this case and considered that the decision must be confined to its narrow facts.[36]

[43] In answering the threshold question of whether Mr Ramirez and the Minister could have contracted to sell land that had previously been granted to a third party, this Court will examine whether a second fiat grant in respect of the same parcel of land can create a 'duplicate title', with reference to the Court of Appeal's differing determinations on this issue in *Vega* and the present case.

[44] In *Vega,* the Government issued a Minister's Fiat Grant for a parcel of land in 1988 to Carlton Russell, who then sold it to Miguel Valencia. In 2013, a Minister's Fiat Grant in respect of approximately one acre of that parcel was issued to Hilmar Alamilla, who then sold that land to André Vega. Subsequently, Mr Valencia requested that the Government void the grant to Mr Alamilla. To remedy the situation, the Government concluded a settlement agreement with Mr Vega, involving Mr Vega's surrender of his land embodied in the second fiat, in exchange for a payment of BZD400,000 as compensation for the loss of his freehold interest.

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[35] *Ramirez v A-G* (BZ CA, 29 August 2025) at [41].
[36] ibid at [68].

After the settlement agreement was implemented, the Government sued to recover the BZD400,000 paid to Mr Vega on the basis that the agreement was contrary to public policy, illegal and void.

[45] The High Court found in favour of the Government.[37] Abel J concluded that, as a matter of law, the second fiat grant could not create or pass a valid title based on the *nemo dat quod non habet* principle (no one can give that which he has not).[38] The trial judge considered that there was no duplication of title; at best there may have been a duplication of fiat grant.[39] There was no privity of estate between the Government and Mr Vega, as the Government no longer had any interest in the property and had divested it to a third party.[40] Since the Government could not have transferred the land to Mr Alamilla under the second grant and Mr Alamilla could not have sold the land to Mr Vega, Mr Vega could not have returned the land to the Government, for which he could be compensated.[41] The trial judge found that, as the settlement agreement was void and a nullity, it was against public policy for the Government to pay compensation to Mr Vega.[42]

[46] The Court of Appeal, in a judgment delivered by Minott-Phillips JA with Woodstock-Riley and Foster JJA concurring, set aside the trial judge's decision and declared that the settlement agreement subsisted and was binding on Mr Vega and the Government. The court found that several reasons justified redress to Mr Vega for a wrong caused by the Government.

[47] First, the Court of Appeal held that the second fiat grant, under statute law, operated to pass an estate in fee simple over the land to the grantee and his allowed assign, Mr Vega. Mr Vega was entitled to compensation for the surrender of his freehold estate to the Government. The court found that 'the statutorily prescribed effect of a Minister's Fiat Grant meant that the duplication of grant in fact created a

[37] *A-G of Belize v Vega* (BZ SC, 31 July 2019).
[38] ibid at [56].
[39] ibid at [105].
[40] ibid at [110].
[41] ibid at [91], [94].
[42] ibid at [114].

duplication of title.'[43] Minott-Phillips JA considered the trial judge's distinction between a duplicate grant and duplicate title to be strained, and was of the view that there was no distinction in law between a duplication (or overlap) of grant and a duplication (or overlap) of title.

[48] The court noted that the legal effect of a Minister's Fiat Grant is set out in the National Lands Act and Rules, CAP 191. In this regard, the court referred to s 17 of the Act which provides that all grants of national lands shall be effected by a fiat by the Minister. The court also noted that the term 'grant' is defined under s 2 of the Act as 'a land certificate or conveyance effectual to pass an estate in fee simple to the grantee'. Additionally, the court pointed to r 6 of the National Lands Rules, which clarifies that the word 'grantee' in the Minister's Fiat includes the grantee as well as the allowed assigns of the grantee. The court concluded that according to the law of Belize, the later fiat operated as a land certificate or conveyance effectual to pass an estate in fee simple to the grantee, Mr Alamilla, which devolved to his allowed assign, Mr Vega. Relying on r 6 of the National Lands Rules, the court found that the issue of a Minister's Fiat gives rise to privity of estate between the Government and the ultimate lawful holder of the fiat.[44]

[49] Second, the Court of Appeal considered that even if there was no privity of estate, Mr Vega would still be entitled to compensation for damage sustained by the Government's negligent misrepresentation of the state of affairs set out in the second Minister's Fiat.[45] The court reasoned that Ministers' Fiat Grants constitute notice to the world that the holder owns the estate in fee simple covered by the grant. The public was entitled to rely on the representations made by the Government in the later fiat and their legal effect.[46]

[50] The court further reasoned that there was no evidence to suggest that Mr Vega, prior to his purchase of the land, knew of the first Minister's Fiat Grant. There was nothing on the evidence that necessitated an extraordinary search by Vega requiring

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[43] *Vega v A-G of Belize* BZ 2022 CA 13 (CARILAW), (7 April 2022) at [25].
[44] ibid.
[45] ibid at [31].
[46] ibid at [28], [29].

him to go beyond establishing Mr Alamilla's root of title deriving from the second fiat grant. The public was entitled to rely on a Minister's Fiat Grant as being an accurate representation of the facts stated in it.[47]

[51] In the present case, the Court of Appeal found that none of the reasons outlined in *Vega* could apply to uphold the 2019 contract between Mr Ramirez and the Government. Bulkan JA rejected the notion that a duplicate grant over the same parcel of land could create a duplicate title, noting that a freehold estate is absolute in English land law, leaving no further room for a concurrent title of equal strength.[48] The court was of the view that Minott-Phillips JA erred by relying on the provisions of the National Lands Act to find that the second fiat grant was effectual to pass an estate in fee simple. Bulkan JA noted that s 17 of the Act makes it clear that the Minister's power under the Act to issue a fiat grant is confined to 'national lands'. Once a Minister's Fiat Grant is issued over a parcel of land, it ceases to be 'national land' because the first grant suffices to create an estate in fee simple in favour of the grantee. Thereafter, the same land cannot be granted again under the National Lands Act; the Minister has no authority or power to make any subsequent (or duplicate) grant over the same land.[49] Accordingly, the land having been granted to Paumen's Pleasure Cove in 2005, it ceased being national land and the Minister had no authority to grant it again to Mr Ramirez.

[52] Bulkan JA found that the other rationales for the decision in *Vega* were inapplicable to the present case. Mr Ramirez was not, in 2019 when the Minister re-issued a grant to him of the same parcel of land, a bona fide purchaser for value without notice. Mr Ramirez, at the material time, was fully aware of the defect in the purported Minister's Fiat Grant, so he knew the grant re-issued to him could not pass any estate in fee simple to him. With that express knowledge, he could not claim that he was misled by any implicit representation in the Minister's Fiat Grant,

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[47] ibid at [45].
[48] *Ramirez v A-G* (BZ CA, 29 August 2025) at [53].
[49] ibid at [53], [54]. In *Hanna v A-G* (BZ CA, 21 July 2026) at [4]-[9], a differently constituted panel of the Court of Appeal of Belize also expressed the view that a second Minister's Fiat Grant over the same land is ineffective to confer any rights in the land to the grantee, on the basis of a similar reading of the National Lands Act as well as the *nemo dat* principle.

and it was preposterous for him to seek specific performance of the 2019 contract made for the purchase of a freehold estate 'free from any incumbrance or defect'.[50]

[53] We find to be erroneous the determination of the Court of Appeal in *Vega* that the statutorily prescribed effect of a Minister's Fiat grant is that a duplicate grant creates a 'duplicate title'. We agree with the determination of the Court of Appeal in the present case that under the provisions of the National Lands Act, a second Minister's Fiat Grant over the same parcel of land cannot pass a valid title to that land. A Minister's fiat is effective to pass an estate in fee simple over *national lands* to the grantee and the allowable assigns of that grantee. This follows from (i) s 17 of the Act, which stipulates that a Minister's fiat effects a grant of national lands, (ii) the definition of the term 'grant' in s 2 of the Act and (iii) the clarification of the term 'grantee' in r 6 of the National Lands Rules. We concur with the reasoning of the Court of Appeal in the present case that once a Minister's Fiat Grant is issued with respect to a parcel of land, that land ceases to be 'national lands'. The definition of the term 'national lands' in s 2 of the Act clearly points to lands that are owned by the Government of Belize. Therefore, a Minister has no power or authority to make any subsequent fiat grant in respect of land that was already the subject of a fiat grant.

[54] Accordingly, we agree with the Court of Appeal that the subject matter of Minister's Fiat Grant No 157 of 2016 issued to Mr Ramirez was not national land, as that land had already been the subject of a fiat grant to a third party, Paumen's Pleasure Cove. The Minister had no power to make a subsequent fiat grant in respect of the land in question and could not have granted it a second time to Mr Ramirez. We therefore agree with the Court of Appeal that from the outset, the contract made between Mr Ramirez and the Minister was impossible to perform and thus was void and unenforceable. We further concur with the court that impossibility of performance being the operative factor with respect to the invalidity of the contract, the knowledge of the parties was irrelevant.[51] In other

[50] *Ramirez v A*-G (BZ CA, 29 August 2025) at [55], [57].
[51] ibid at [67].

words, irrespective of whether the purchaser and the Government had notice of the earlier grant, no contract could have been constituted if it was impossible to perform because the Government had no title to the land to pass.

[55] We therefore find no error in the Court of Appeal's conclusion that the statement of claim disclosed no cause of action and was in fact an abuse of the process of the court. In circumstances where Mr Ramirez had express knowledge of the prior Minister's Fiat Grant, he could not sensibly seek specific performance of a contract for the purchase of a freehold estate 'free from any incumbrance or defect', nor was he entitled to any sum in damages for breach of that contract.

[56] Given the impossibility of performance of the purported contract that was apparent from the admitted facts in the pleadings, it would have been unnecessary and an ineffective use of the courts' and parties' resources to remit the matter to the High Court for retrial. In the circumstances, it was appropriate for the Court of Appeal to exercise its power under s 205 of the Senior Courts Act to make the order that the High Court ought to have made. We find that the Court of Appeal was correct to declare Minister's Fiat Grant No 157 of 2016 dated 5 September 2019 in the name of Rudolph Ramirez null and void. We agree with the Court of Appeal that the purchase price paid by Mr Ramirez for the land should be refunded to him. In this regard, we note that the purchase price reflected on Minister's Fiat Grant No 157 of 2016 (as well as Minister's Fiat Grant No 304 of 2008) is BZD2,878.20, and not BZD2,870.20, as stated in the respondents' Notice to Vary, and in the judgment of the Court of Appeal.

[57] At the hearing, counsel for the appellants noted that while the Court of Appeal ordered the refund to Mr Ramirez of the purchase price paid for the land, no account was taken of the money that the appellants had expended litigating their claim over the years. In reply, counsel for the respondents pointed out that the appellants had commenced litigation with specific knowledge that the Government had already granted the land to someone else. The respondents reiterated their submissions before the Court of Appeal that it was contrary to public policy to allow a person

to benefit from purporting to buy land from the Government knowing that it belongs to someone else and then turn around and demand that the Government use taxpayer monies to compensate them for their supposed loss. This Court agrees with the respondents that the government policy of permitting the sale of national land well below market value to promote development is abused if a person can purport to buy land, at such a price, knowing that it belongs to someone else and then make a demand for millions in compensation.

[58] In terms of costs, this Court finds that the appellants are to pay to the respondents standard costs of this appeal, in the amount of USD22,500, pursuant to r 17.15(2) and (3)(b) of the Caribbean Court of Justice (Appellate Jurisdiction) Rules 2024. In addition, the appellants are to pay to the respondents the costs in the courts below, to be assessed if not agreed.

[59] Given the Court's findings as to the correctness of the Court of Appeal's decision that Mr Ramirez was not entitled to damages, it is unnecessary for this Court to consider the appellants' challenge of the Court of Appeal's findings as to the trial judge's assessment of the market value of the land and award of interest.

[60] This Court commends the recognition by the Court of Appeal of the need to centre substantive justice as the ultimate goal in this appeal and to ensure the determination of the issues on the merits. Bulkan JA emphasised that procedural rules should not be allowed to enable the success of an unmeritorious claim or eclipse the attainment of true justice.[52] As the Court of Appeal acknowledged, this Court has stressed that procedural rules should not deprive parties of the ability to have their cases decided on the substantive merits.[53]

Concluding Observations

[61] In closing, this Court emphasises the importance of the maintenance by the Government of accurate records of grants of national lands. The Registrar is

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[52] ibid at [1], [93], [96].
[53] *Watson v Fernandes* [2007] CCJ 1 (AJ) (GY), GY 2007 CCJ 3 (CARILAW) at [39]; *Persaud v Persaud* [2026] CCJ 2 (AJ) GY at [30], [52], [88], [115]; *Panday v Panday* [2026] CCJ 4 (AJ) GY at [20].

mandated, by s 16 of the National Lands Act, to keep certain books, termed the 'National Lands Books', with entries of grants from the Government of national lands. Further, s 19 of the Act places an obligation on the Registrar after entering the grant to file the Minister's fiat in the 'fiat book', with the number of the grant to which it refers. In addition, the Registrar is required, under s 20 of the Act, to maintain a separate index containing an alphabetical listing of all grantees whose names have been entered in the National Lands Books, giving the volume and page where such entry is made, and the volume and page of the fiat book where the fiat is to be found. The maintenance of accurate records, and the conduct of searches of such records by prospective purchasers of national lands, enable the timely discovery of whether a grant was already issued in respect of the land in question.

[62] Where it is discovered that a second Minister's Fiat Grant was issued in respect of the same parcel of land, the Government cannot remedy this situation by issuing a new fiat that purports to rectify an error in the entry of the second grant in the National Lands Book, as was done in this case. Pursuant to s 21 of the National Lands Act, where the Minister is satisfied that an error exists in an entry of a grant in the National Lands Books, it shall be lawful for the Minister to issue a new fiat cancelling the erroneous entry and directing a new and proper entry to be made. Rectification of an erroneous entry is an effective and appropriate course of action where the Minister has the authority to issue a fiat in respect of the land in question. As previously discussed, the Minister has no such authority where an earlier fiat grant was issued in respect of that land. Accordingly, other remedial action, which is effective and appropriate to the particular circumstances of the case, would need to be pursued.

Disposition

[63] For the foregoing reasons, this Court orders that:

(i) The appeal is dismissed.

(ii) Fiat Grant No 157 of 2016 dated 5 September 2019 in the name of Rudolph Ramirez is null and void;

(iii) The respondents shall repay to the first appellant the sum of BZD2,878.20;

(iv) The appellants shall pay to the respondents standard costs in this Court, in the amount of USD22,500, and costs in the courts below, to be assessed if not agreed.

JAMADAR J:

[64] I have read the opinion of Ononaiwu J, and I agree with the analysis and disposition. However, I wish to comment on one aspect which is raised at [62] above.

[65] The implication is that, in the described circumstances, the issuing of a second Minister's Fiat Grant in this case, a duplicate grant, was an ineffective remedy for an error on the Register of National Lands Books that is attributable to the State. This opinion explores the general imperative on the State to provide an effective remedy in circumstances such as have arisen in this matter, and specifically in relation to a *bona fide* purchaser ('assignee') similarly circumstanced ('conceptually') to Julius Zabaneh, the second appellant.

[66] Rudolph Ramirez ('the first appellant') was purportedly granted title to 14.76 acres of land in Cats Caye ('the land'), by Minister's Fiat Grant No 304 of 2008 issued by the Minister of Natural Resources for the consideration of BZD2,878.20. This was done pursuant to the National Lands Act.[54] However, the same parcel of land had been previously conveyed to Paumen's Pleasure Cove Lodge Limited, also by a Minister's Fiat Grant in December 2005 (No 1205 of 2005). In 2015, the first appellant applied for a rectification of the grant. In September 2019, Minister's Fiat

[54] CAP 191.

Rectify Error was issued, together with a 'new' Minister's Fiat Grant No 157 of 2016,[55] but the details as to the parcel of land remained the same as in the 2008 Grant. Then, in 2020, the first appellant assigned his interest in the land to Julius Zabaneh, the second appellant.

[67] As explained in the opinion of Ononaiwu J, the land which was the subject matter of Minister's Fiat Grant No 157 of 2016 and prior to that of Minister's Fiat Grant No 304 of 2008, both issued to the first appellant, was no longer 'national lands' for the purposes of ss 13, 17, 21 or otherwise of the National Lands Act. This is because that land had already been the subject of a Minister's Fiat Grant to a third party, Paumen's Pleasure Cove Lodge Limited, in 2005, which had effectively transferred title.

[68] Thus, the Minister had no power to make any subsequent fiat grants in respect of the land and could not have granted it a second time to the first appellant, whether by an original fiat grant (2008) of by way of rectification via a duplicate grant (2019). Simply put, following the 2005 grant to Paumen's Pleasure Cove Lodge Ltd the land was no longer 'national lands'. Thus, the 2008 contract made between the first appellant and the State, acting through the Minister of Natural Resources pursuant to the National Lands Act, was impossible to perform and, *a fortiori*, impossible to rectify, and both transactions were void and unenforceable.

[69] These circumstances spawned this litigation which, though now finally determined, reveal an unresolved and concerning issue. Julius Zabaneh, the second appellant, may have been a *bona fide* purchaser (assignee). His title search obligation was to check the Register of National Lands Books which are supposed to contain the entries of grants from the Government of national lands.[56] And 'entries made ... in such books, ... shall have all the force and validity of formal grants or leases from the Government, as the case may be.'[57] If he had done so in 2020, he would have found Minister's Fiat Grant No 157 of 2016 as the grant closest in time to his search,

[55] The correspondence from the Lands and Surveys Department to Ramirez dated 5 September 2019 advised him of the issue of Fiat No 157 of 2019 (not Fiat No 157 of 2016).
[56] National Lands Act, CAP 191, s 16(1).
[57] ibid.

and which transferred the lands to the first appellant (the assignor to him as assignee of the lands). What more was he, or any other *bona fide* purchaser for value in similar circumstances, obliged to do to confirm title in the context of the prevailing statutory scheme?

[70] In this case there has been an error. On the face of it, an error by the State acting through the Minister of Natural Resources pursuant to the National Lands Act. The same parcel of land has been transferred to two different legal persons. Both transfers were issued by way of a Minister's Fiat Grant. Yet, as this Court has decided, the land having once been granted is no longer national land and it is impossible to issue any subsequent grants for that land. What then is the position of Julius Zabaneh, or persons in similar circumstances? Of course, Zabaneh may have knock-on remedies against the first appellant (and others similarly). But I think this kind of situation invites further consideration.

[71] The National Lands Act contemplates errors, and properly so. Every human agency admits to the possibility of error. Section 21 suggests that there is a statutory duty to rectify errors: 'Whenever it is made to appear to the satisfaction of the Minister on a statutory declaration of the Commissioner or otherwise that any error exists in any entry or plan in any of the National Lands Books, it shall be lawful for the Minister to ...'. This statutory duty of rectification, to 'set right' or 'remedy' the consequences of an error, is on the State and arises in the context of national lands, hence *prima facie* in relation to property.

[72] However, the language of the statute, read literally and reductively, only prescribes a very limited form of rectification, which is the cancellation of an erroneous entry or plan and the issuance of 'a new and proper entry or plan.' This is exactly what was purported to be done in this matter. But that rectifying action cannot solve the 'impossibility' dilemma of an issuance of two separate grants for the same land in circumstances such as have arisen in this case. Section 21, narrowly construed, does not appear to allow for anything other than the issuance of 'a new and proper entry or plan.' Yet the State cannot issue a duplicate grant for the same land as a

legitimate act of rectification. It cannot give a second time, title that has already been disposed of; that is an 'impossibility'.

[73] What then may constitute an effective rectification, consistent with a purposive interpretation, and with statutory intent? As explained, the statutory duty to rectify and remedy errors, and *a fortiori* the effects of errors, is on the State and arises in the context of national lands, hence property. Thus, to engage this question, it is important to bear in mind that s 3 of the Constitution of Belize specifically provides for the protection of property, and specifically for protection from the arbitrary deprivation of property by the State, as fundamental rights.[58] Constitutionally, where the issuance of a duplicate grant cannot rectify or remedy an extant error - which is an error of the State, what may be implicated could be property rights.

[74] This Court, in the *Maya Leaders Alliance v Attorney General of Belize* decision,[59] has explained that: 'The Constitution of Belize grants power to the courts to provide redress for breaches of the rights guaranteed under the Constitution.' And further that:[60]

> The power thus granted to the courts to provide redress for constitutional infractions confers, and again this bears emphasis*, a broad discretion to fashion effective remedies* to secure the enforcement of constitutional rights. *These remedies may consist of, or include, an award of monetary compensation.*

[75] Thus, if constitutional rights are implicated and/or impugned – '… *has been, is being or is likely to be contravened* …',[61] there is an *a priori* obligation on the State to fashion an effective remedy. I say *a priori*, because if the State fails to do so, the courts are compelled to so do.[62] Which suggests that the imperative of fashioning an effective remedy is a constitutional standard that governs all arms of state.

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[58] Belize Constitution Act, CAP 4 s 3(c), (d). See also s 17.
[59] [2015] CCJ 15 (AJ) (BZ), (2015) 87 WIR 178 at [5].
[60] ibid at [6] (emphasis added).
[61] Belize Constitution Act, CAP 4, s 20(1) (emphasis added).
[62] ibid s 20(2): '… and may make such declarations and orders, issue such writs and give such directions as it may consider appropriate for the purpose of enforcing or securing the enforcement of any of the provisions …'.

[76] In the *Maya Leaders Alliance* decision, this Court also examined the constitutional guarantee of the protection of the law in Belize.[63] It authoritatively stated:[64]

> The right to protection of the law is a multi-dimensional, broad and pervasive constitutional precept grounded in fundamental notions of justice and the rule of law. ... However the concept goes beyond such questions of access and includes the right of the citizen to be afforded, 'adequate safeguards against irrationality, unreasonableness, fundamental unfairness or arbitrary exercise of power.' *The right to protection of the law may, in appropriate cases, require the relevant organs of the State to take positive action in order to secure and ensure the enjoyment of basic constitutional rights.* In appropriate cases, the action or failure of the State may result in a breach of the right to protection of the law.

[77] Again, the *Maya Leaders Alliance* decision (and several others) establishes that the protection of the law is a stand-alone and enforceable right in this Court's jurisprudence. A right grounded in fundamental notions of justice and the rule of law. Indeed, revealing and enabling of a fundamental *right to justice* in a democratic society. It is so for Belize. And it includes, in appropriate circumstances, an obligation on the State to be pro-active and to take positive steps to ensure the protection and enjoyment of the fullness of fundamental rights. Rights which are to be generously and purposively enabled.

[78] It may very well be that the constitutional guarantees in relation to property and the protection of the law are implicated where a *bona fide* purchaser for value receives no title in circumstances where through State error, a duplicate grant is issued when such a duplicate grant is an ineffective rectification or remedy and confers no title. Which begs the following questions. Is the State obligated to do more to fulfil its statutory duty under s 21 to rectify errors in such cases? Should the State provide for, say, a compensation fund that can be accessed in legitimate cases and following an appropriate procedure, and/or for the payment of fair and reasonable compensation *ex gratia*? What is an effective remedy for a *bona fide* purchaser (assignee) who has duly searched the Register and found an apparently regularly

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[63] [2015] CCJ 15 (AJ) (BZ), (2015) 87 WIR 178 at [38]–[48].
[64] ibid at [47] (emphasis added).

issued title grant, and acts on that for valuable consideration, only to discover, subsequently, and maybe through litigation, that the State's Minister's Fiat Grant upon which due reliance was properly placed, is erroneous and that no title could ever have been passed to their assignor? What is a just and equitable outcome? Or put in constitutional terms, what is an effective remedy?

[79] The *Maya Leaders Alliance* decision suggests that the State may be obliged to act positively and correctively to fulfil obligations that are designed to protect and enable fundamental rights. Where, under the National Lands Act, there is a *bona fide* purchaser (assignee) whose property rights may be compromised due to State error, property rights and the protection of the law (a right to justice), may be implicated. The National Lands Act, read purposively and contextually,[65] reveals, it would appear, a clear statutory design that intends rectification that is remedial, and aligned, it may also appear, with the State's constitutional obligations to provide an effective remedy for State errors which seemingly implicate property rights and the protection of the law.

[80] This short concurring opinion does not propose to resolve these questions definitively, because they were not raised frontally (I did raise them during oral submissions). However, the State does not need to wait on a court decision to act to fulfil the legislative intent portended by s 21 of the National Lands Act.

[65] See Joseph Iyo, 'An Overview of Land Administration and Management in Belize' (Workshop on Land Policy, Administration and Management in the English – Speaking Caribbean, Port of Spain, Trinidad and Tobago, 19–21 March 2003).

/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