IN THE SUPREME COURT OF BELIZE, A.D. 2004

ACTION NO. 565 OF 2004

IN THE MATTER OF an application for permission to apply for Judicial Review

AND

IN THE MATTER OF a decision of the Prime Minister of Belize and the agreement, dated 29th July, 2004.

THE QUEEN, on the application of the Belize Tourism Industry Association Limited - Claimant

AND

THE PRIME MINITER OF BELIZE
THE ATTORNEY GENERAL OF BELIZE
BELIZE TOURISM BOARD - Respondents.

AND

THE BELIZE PORTS LIMITED Interested Party.

Ms. Lois Young Barrow, S.C. for the applicant.
Mr. E. Kaseke, Solicitor General, for the first and second respondents.
Mrs. M. Mahler for the third respondent.
Mr. D. Courtenay, S.C., for the interested party.

AWICH, J.

1.1.2004 J U D G M E N T

1. Notes: *Application for leave to bring judicial review proceedings. Application to be brought promptly, in any event, not later than 3 months from the date when the grounds for judicial review first arose; application brought 6 months and 9 days after the agreement challenged had been signed was brought promptly because applicant was entitled to wait for response from the Minister responsible; alternatively, applicant*

showed good reason for any delay. Arguable case to be established by affidavits filed for leave to be granted for judicial review proceedings to be brought; leave refused for the grounds of breach of the Constitution, fetter of authority and irrationality; leave granted to bring review proceedings on the grounds of breach of Financial Orders 1965, and unfair procedure omitting giving applicant who had legitimate expectation opportunity to be heard. Order made that the judicial review proceedings be brought promptly, in any event, not later than 90 days.

2. The applicant, Belize Tourism Industry Association Limited, BTIA, intends to bring judicial review proceedings at this Court to have reviewed and quashed the decision of the Prime Minister of Belize, Hon. Said Musa, to enter an agreement dated, 29.4.2004, and the agreement itself. The parties to the agreement were stated as; the Government of Belize, Belize Cruise Terminal Limited (BCTL), Carnival Corporation (Carnival) and Belize Ports Limited (BPL). BCTL is a subsidiary of carnival Corporation, the holding company. The Belize Ports Limited has some interest in BCTL which was formed to carry out the commercial enterprises, the subjects of the agreement. The Belize Ports Limited attended the hearing and asked to be heard as an interested party. Court granted leave.

3. The agreement complained about committed BCTL to, among other obligations, investing US$50,000,000 (fifty million) in the building of ports facilities, cruise ships terminal, a hotel and to establishing land transport businesses in five (5) years. In return the Government of Belize granted to BCTL for 20 years, concessions and exemptions as to customs duties and other taxes, and undertook to "facilitate and expedite" the granting of trading licences, permits and immigration requirements. It also authorized BCTL to collect what was described as "passenger fee/head tax" and pay to Belize

Tourism Board (BTB) and BTB would pay back to BCTL US$1 out of each fee. The agreement may be renewed "for a further ten years."

4. BTB is the third respondent. It was not a party to the agreement, but was assigned a duty to collect and pay monies under it as above. It was joined as the third respondent on application by the applicant after it had filed its application for leave. BTB is a statutory corporation established by the ***Belize Tourism Board Act, No. 4 of 1990, (Now Cap. 275, Laws of Belize.)*** The Minister responsible appoints members to the Board who must be not less than five and not more than eight. He also appoints the chairman of the Board annually. The Board has 11 duties and functions which are generally about advertising, developing and promoting tourism and protecting the environment. According to submissions made by Ms. Melissa Mahler, learned Counsel for BTB, the Board supports the decision and the agreement challenged by BTIA.

5. BTIA, the applicant, is in fact a company limited by guarantee. Its objects include "fostering development of tourism in Belize" and "promoting and safeguarding the business interest of its members." It is a company of private *persona*. Currently its president is on the Belize Tourism Board. She must have been appointed to the Board by the Minister in accordance with the Belize Tourism Act.

6. To commence judicial review proceedings, leave of court must be obtained. The purpose for obtaining leave is to give the Court opportunity to summarily dismiss trivial, inconsequential, frivolous and vexatious complaints against decisions, actions or inactions of administrative authorities or tribunals. The stage of obtaining leave serves to filter and exclude cases that are unarguable – see ***R v. Secretary of State for Home Department, ex parte Cheblak [1991] 1 WLR 890.*** This case is at the stage of application for leave, the vetting and filtering stage.

7. For leave to be granted to BTIA, I have to ensure first, so far as the affidavits filed have disclosed at this stage, that the applicant has sufficient interest in the matters the subjects of the agreement, so that it is entitled to bring this action to court, a point commonly referred to as *locus standi* or *standing* in the application. Then I have to decide whether the complaints of BTIA, so far as the affidavits have disclosed, are based on facts that establish arguable legal grounds good enough for the Court to examine in detail later at a full hearing. That necessarily means that the Court is not required at this stage, to examine the affidavit evidence in great detail as it would at a full hearing to decide the complaints. It follows that submission by counsel at this stage should be tailored accordingly.

8. Much time was taken up by counsel on both sides making long and detailed submissions unnecessarily. Further, much time was taken up by interjections by counsel during submission by the other. Interjections add nothing to the interjector's case, instead they subtract from it. It is a manifestation of counsel's lack of confidence in his or her own submission and case. In this application there were all too many interjections said to be about facts misstated or misunderstood and the interjections often included attempts to renew submissions. A judge hears those misstatements of facts a great many times. He notes them without interrupting proceedings unless he has to. There is no need for counsel to over-burden proceedings with interruptions about them. Fortunately only a few attorneys have the unprofessional habit of interrupting submission by the other.

9. The Court was relieved of the duty to decide the first question of *locus standi*. Counsel for the respondents rightly informed the Court that they would not take issue about the *locus standi* of BTIA. This application then proceeded on the footing that BTIA had sufficient interest in the matter to which the application relates, namely the decision of the Prime Minister and the agreement he signed on 29.4.2004. The sufficient interest derived from the fact that BTIA was an entity whose interest was said to have been

affected or might be affected by the agreement, even as varied by the "Clarification Agreement" dated 1.11.2004, and it has a representative on the BTB.

10. ***Grounds and Reliefs Intended***

If BTIA is successful in obtaining leave to bring judicial review proceedings to review the decision of the Prime Minister and the agreement, it intends to ask the Court for the reliefs stated as follows:

"7.1.2.1. A Declaration that the decision of the Government of Belize to enter into the Agreement dated 29th April 2004, was unlawful. Alternatively:

1.1.1.1.1. A Declaration that the Agreement with Belize Cruise Terminal Limited, Carnival Corporation and Belize Ports Limited, is void and/or of no effect.

1.1.1.1.2. An Order of Certiorari to remove into this Honourable Court and quash the contract dated 29th April 2004 with Belize Cruise Terminal Limited, Carnival Corporation and Belize Ports Limited.

1.1.1.1.3. All necessary and consequential directions and orders.

1.1.2004.1 An injunction restraining the Prime Minister of Belize, his servants or agents or however otherwise, from complying with clauses 5, 6, 7(c), 9(a), 9(b), and 9(c) o the Agreement."

11. The legal bases for the reliefs claimed were that the agreement was "unlawful, irrational and procedurally improper." That was amended to include the ground that the agreement was in breach of "The Finance and Audit Act, Cap. 15, Laws of Belize." Those set out the particulars of the second question I have to answer. It is whether the applicant has established on the affidavits, arguable issues under unlawfulness, irrationality procedural impropriety and breach of the Finance and Audit

Act. The last four grounds are in reality just aspects of the first ground, unlawfulness.

12. Usually leave is applied for *ex parte*, but the application may be adjourned into court if it is intended to oppose it. In this case the first and second respondents, upon receiving notice of the application, showed their intention to oppose it. The Belize Ports Ltd, an interested person, also wished to be heard. Accordingly, the application was heard *inter partes.*

13. ***Delay.***

A common intervening procedural issue is delay in bringing a judicial review case to court. It is a requirement that the applicant must bring his application for leave, "*promptly and in any event not later than three months from the date when the grounds for the application first arose."* In this case it was submitted by Mr. Kaseke, the learned Solicitor General, that the applicant was required to have brought his application for leave promptly after the signing of the agreement on 29.4.2004, when the grounds for his complaint first arose, and in any event not later than three months. "The applicant slept on his right," Mr. Kaseke argued.

14. It is a fact that the applicant did not file his case until 10.11.2004, which was six months and nine days after the agreement had been signed on 29.4.2004. The facts have since been complicated a little; an agreement entitled "Clarification Agreement" dated 1.11.2004, has been signed. It is said to have clarified certain terms of the original agreement of 29.4.2004. Based on the date on which the original agreement was signed, 29.4.2004, the applicant has also applied for leave to be allowed to bring his case despite any delay occasioned, and that time be extended to enable its case to proceed.

15. Rules and practice of Court authorize waiver of the requirement for prompt action, if the applicant has shown "*good reason for extending the period*

within which the application shall be made." Case law on the point has been well stated in several cases – see and compare for examples: ***(1) R. v. Secretary of State for the Home Department, ex parte Ruddock and Others [1987] 1WLR 1482; (2) R v. Secretary of State for Transport, ex parte Presvac Engineering [1992] 4 Admin LR 121; and (3) R v. Attorney General, ex parte Belize Telecommunications Limited, Supreme Court Action No. 40 of 2002.***

16. Good reasons depend on the circumstances of the particular case and include for examples, unavoidability of delay and whether the applicant acted reasonably. The Court must, however, guard against any prejudice that may result to the respondents and even to third persons, if the applicant is allowed to bring his case late. If substantial prejudice will result, the Court may refuse extension of time.

17. In this case there is evidence that the agreement, although signed on 29.4.2004, was kept secret even to persons in or associated with tourism industry, the subject of the agreement. It would appear that even, Belize Tourism Board, the statutory entity on which the applicant sat and which had been assigned duties to receive "passenger fee/head tax" and pay back part of it to BCTL, under the agreement, was not informed before the signing of the agreement or soon after.

18. The agreement was delivered to the applicant on 29.9.2004, "anonymously," the affidavit of Lucy Fleming stated. That was not denied. Before that, however, on 26.8.2004, BTB had called a meeting at which "the agreement was read to all Board members at the meeting," Ms. Therese Rath deposed. I assume that a representative of the applicant attended the meeting. It is fair at this stage and on the limited evidence, to take it, that the earliest time that the applicant learnt of the contents of the agreement was 26.8.2004, at the BTB meeting. That is therefore the earliest date on which the applicant learnt of the *lis mota* on which it came to Court on 10.11.2004, namely, that its interest had been or may be affected by an agreement which the applicant

contended was unlawful, irrational, procedurally improper and in breach of the Finance and Audit Act.

19. The manner in which the agreement was delivered to the applicant was proof of the secrecy about the agreement and proof that someone wanted to bust the secrecy. As far as its relevance to this case is concerned, it showed an obstacle to the applicant learning about the terms of the agreement.

20. It was submitted by Mr. Kaseke that the agreement was "in the public domain," in a newspaper, as early as 2.5.2004, so the applicant knew from that date that the agreement affected its interest, the applicant ought to have acted promptly.

21. The fact that there was a report about the agreement in a newspaper is not satisfactory evidence that the applicant became aware of the terms of the agreement and that the terms affected its interest. A lot are reported in newspapers or in the news media generally. I wonder whether the public is to believe all that is reported. I think most people regard reports in the media as merely showing that there may be some truth in the reports, not necessarily the whole truth.

22. Further, the applicant sat on the BTB, whose members and chairman are appointed by the Minister responsible for tourism. I do not think the applicant or the BTB conducted its business with government with suspicion or confrontation so that every time they read or heard something unfavourable, they would take immediate court action without inquiring and attempting resolution of the matter with the Minister. It would be unreasonable and an unuseful way to conduct statutory business. Compare ***R v. The Licensing Authority ex parte Novartis Pharmaceutical Ltd [2000] Case No. CO/1969/99 in the High Court of Justice, Queen's Bench Division, and R v. Secretary of State for the Home Department ex parte Ruddock and Others [1987] 1WLR 1482.***

23. The applicant filed its case on 10.11.2004. Was that prompt action? Acting promptly is relative to the *lis mota*, the point of dispute upon which court proceedings may be taken, and depends on the circumstances of the case. So the additional question to answer is whether in the circumstances of this case, the applicant filed his application for leave to bring his case for judicial review of the agreement dated 29.4.2004, promptly.

24. The applicant knew only at the meeting on 26.8.2004, that its interest was or may be affected. At the meeting it was "resolved" by the Board that "some concerns" about the agreement be taken up with the Minister responsible. The applicant was entitled to have confidence that BTB would take up the concerns with the Minister and that the Minister would act responsibly when he considered the concerns. The applicant acted reasonably when he waited for response from the Minister. Unfortunately the response took a while, some 29 days. According to the affidavit of Therese Rath, the Board "learned" on 24.9.2004, that the Cabinet had resolved that a "Clarification Agreement" be negotiated. I assume that the applicant, through its member on the Board, also became aware of that information on 24.9.2004. The clarification agreement was then signed on 1.11.2004. The applicant still felt dissatisfied.

25. On 10.11.2004 the applicant filed its case. That was nine days after the Clarification Agreement had been signed, one month and sixteen days after the applicant had learnt that a clarification agreement would be negotiated, two months and fifteen days after it had learnt at the meeting on 26.8.2004, that its interest was or might be affected, and six months eleven days after the original agreement had been signed. Had the applicant filed its case immediately after the meeting on 26.8.2004 and a satisfactory response was obtained from the Minister, the applicant would have to withdraw its case and possibly would have to pay costs.

26. It seems to me that the applicant, as a member of the BTB, a body that the government obviously consults, acted responsibly. In my view, the applicant

brought his application for judicial review promptly, which was nine days after it had known the contents of the Clarification Agreement, the result of the action taken by the Minister. The question of delay does not arise. Alternatively, the applicant has shown \good reasons for any delay in commencing these proceedings and therefore for extending the period within which to bring its application for leave.

27. Any prejudice arising if extension of time is granted must now be considered. It is not clear from the affidavit of Luke Espat, whether the sum of BZ$12,000,000 (twelve million) said to have been spent already was spent after the signing of the agreement and pursuant to it. Prejudice in respect of it has not been proved. There is no evidence of other prejudices material to granting extension of time to bring the application for leave. I grant the application and extend the time to include 10.11.2004, the day the applicant filed its case. I allow the application to proceed.

28. ***Arguable Case, Unlawfulness:***

I repeat that the legal bases for the reliefs claimed were that the agreement was, "unlawful, irrational, procedurally improper" and in breach of "the Finance and Audit Act." I have mentioned earlier that all those points of law were aspects of unlawfulness.

29. My summary of the submission by Ms. Lois Young Barrow, S.C. learned counsel for the applicant, about unlawfulness is that the agreement was unlawful because: (1) it was unconstitutional, it discriminated against Belizean workers contrary to SS: 6 and 16 of the Constitution; (2) the government fettered itself so as to disable it from exercising its executive discretion under the laws of Belize; (3) several clauses of the agreement were irrational and therefore unlawful under the ***Associated Picture Houses Limited v. Wednesbury Corporation [1948] 1K.B. 223 (CA),*** commonly referred to as the ***Wednesbury Case*** principle, or under the extended principle laid down in later case law; (4) the agreement authorized the

collection and payment of public money in manners contrary to Financial Orders, 1965; and (5) the applicant had legitimate expectation to be heard, but was denied the opportunity, the decision was taken and the agreement was signed through unfair procedure.

30. ***Unlawfulness: Discrimination Contrary to the Constitution.***

As far as discrimination under SS 6 and 16 of the Constitution is concerned, I see nothing in the agreement that is identifiable as discriminatory in the terms set out in the sections.

31. Section 6 is about equal treatment before the law. It concerns treatment of persons in the legal process of Belize with particular emphasis on the criminal law process. It states:

> *"6(1) All persons are equal before the law and are entitled without any discrimination to the equal protection of the law."*

The rest of the subsections; (2) to (12) are details concerning such matters as fair trial of an accused within reasonable time, presumption of innocence, impartial court sitting in public, fair trial of civil case disputes, and others.

32. Yes, S: 16(2) is about discrimination, but the discrimination therein is irrelevant to the facts of the agreement in this case despite the fact that one aspect, regarding place of origin, has been raised. The section prohibits discrimination on account of "*sex, race, place of origin, political opinions, colour or creed.*" It states:

> *"16(1)Subject to the provisions of subsection (6), (7) and (8) of this section, no person shall be treated in a discriminatory manner by any person or authority."*

Subsection (3) then defines discrimination as, "*affording different treatment to different persons attributable wholly or mainly to their sex, race, place of origin, political opinions, colour or creed."*

33. The text of the agreement does not afford different treatment to persons based on those distinctions. Nevertheless, it was submitted that paragraph 9(d) of the agreement was discriminatory against Belizean workers because of their place of origin. The paragraph states:

> *"[The government of Belize] will not require the use by BCTL or any of its affiliates, of any service of any third party, including any Belizean entities, nationals or government agencies in connection with the navigation or docking of any cruise ship in Belizean territorial waters or any aspect of the project and/or any business operations relating to the project . . . "*

34. I do not accept that the paragraph gives to BCTL and its affiliates authority or permission to exclude Belizean entities or nationals from the employment of BCTL and its affiliates. The clause merely allows BCTL choice of entities and employees, Belizean or not, without compulsion in favour of Belizean entities or nationals. Any fear about that has now been dispelled by paragraph (iv) of the Clarification Agreement anyway.

35. I may note that it may be economically, socially or even politically desirable that only Belizeans be employed in the venture. However, action to the contrary does not create any question of unconstitutionality or unlawfulness under any other law. It is a question to be left to Parliament and its electorate to decide whether they would rather have only Belizeans employed on such a project and forego an investment of US$50 million. It is not a question for the Court. Either view, is not unconstitutional or otherwise unlawful.

36. Leave to bring judicial review proceedings to review the agreement based on a challenge under SS:6 and 16 of the Constitution is refused because there is no arguable case of discrimination thereunder.

37. ***Unlawfulness: Fetter of Governmental Authority.***

From the case law I may venture an opinion that the rule against fettering the power of public authority to exercise discretion, was easier formulated than has been applied. Certainly the Central Government acting by the Prime Minister or Cabinet Minister, local authorities and government agencies have

authority to exercise or not to exercise particular discretions in order to govern or pursue policies. Sometimes in order to achieve a particular objective they need to bargain away a particular discretion in respect of a particular matter in favour of a particular person or entity. The power of court must be limited to the question of how much discretion may be fettered for the public good. Not surprising, most of the cases on the point concern the exercise of discretion by Ministers of the Crown and local authorities, under delegated legislations, not the Central Government acting by the Prime Minister. I suppose the Prime Minister acting on behalf of the Cabinet would have a wider scope of discretion.

38. It was submitted that the period of the agreement given as 20 years renewable for 10 more years, was unlawful because it fettered the government for far too long so that the government has been disabled to exercise its discretion to govern under the law. I do not think a long period in itself determines the unlawfulness of any fettering. Investment and development agreements are necessarily long especially when large sums of money are involved, because of the need for the investment to yield return over several years to the investor. A fifteen year contract concerning Belize telecommunications Limited has recently come to an end – see A***ction No. 40 of 2002.*** Just last Tuesday, 14.12.2004, the President of France performed the opening ceremony of the tallest bridge in the world standing higher than 300 meters and cost over Euro 350 million. It was reported that the owners were granted the right to charge toll for up to 75 years.

39. The submission about fettering the government in regard to the subject matters of the agreement were very general. It was argued that the government signed away its discretion to grant licence, permits, immigration privileges and to tax, in favour of BCTL and Carnival and that was unlawful, especially when the obligations will last 20 years and may be renewed for a further 10 years.

40. First, it is to be understood that the rule against fettering is to ensure that government or a public authority retains its freedom to take decision on a case by case basis. The terms offered to BCTL and Carnival do not have the effect of a general fetter of authority. The government has agreed to "facilitate and expedite" customs and immigration matters and to procure licences, in favour of BCTL only in respect of the subject projects. Moreover, the obligations were expressed as agreed to subject to the various relevant Acts. Other taxes have also been exempted. It has not been established that the exemptions will be contrary to a specific law prevailing or that it will be contrary to the use of governmental powers for the public good generally.

41. In developmental agreement of a commercial nature, it is usual that a government will fetter, to some extent, its freedom of action or non-action even for a long time. It is not every fetter that will be unlawful. For example, in ***Laker Airways Limited v. Development of trade [1977] 2 All ER 182,*** a licence granted to the appellant for 10 years to operate low cost passenger carrier between London and New York could not be withdrawn on the directive of the Minister responsible on the basis that policy changed.

42. For the applicant's case based on unlawful fetter of governmental powers to exercise discretion to succeed, the applicant needed to identify loss of general governmental powers exercisable under specific Acts or other laws because of general fetter of authority. The applicant's case about fetter was too generally formulated. In my view the applicant failed to establish any arguable case that the government unlawfully fettered itself so that it was unable to exercise its governmental powers under law. I refuse leave to bring judicial review proceedings to review the decision of the Prime Minister and the agreement of 29.4.2004, based on the ground of unlawful fetter of authority and discretion.

43. ***Unlawfulness: Irrationality.***

Regarding irrationality, Ms. Young Barrow made plausible submissions about the demerits of several provisions of the agreement. She pointed out several disadvantages that she argued will be occasioned to the people of Belize and even to the Government of Belize. However, all were matters of economic, social and political wisdom on which there are bound to be divided economic and political views. The clauses in the agreement about those points are not so unreasonable to the extent that the Court may be called upon to exercise its judicial review powers in regard to them. The complaint of the applicant about what it sees as unfair economic, social and political arrangements are matters to be left to Parliament and its electorate. The jurisdiction of the Court over administrative decision is limited to deciding whether the decision (and in this case), the terms of the agreement are unlawful in the subject matters according to the law prevailing, or procedurally, that is, reached contrary to law or through unfair procedure.

44. ***Unlawfulness: Breach of Financial Orders, 1965.***

Mr. Kaseke's answer to the challenge that the "passenger fee/head tax" chargeable is public money not to be collected and spent contrary to Financial Orders, 1965, was that the Orders are merely Executive Orders made by the Minister directed to public officers in their duties, the Orders do not have the force of law, and that the "passenger fee/head tax" was not money due to or to be spent by government and therefore the government did not agree to the collection and payment of public money contrary to law. He submitted further that the "passenger fee/head tax" despite its description as head tax is not tax because it was not authorized by Parliament as a tax must be.

45. The first point missed in the answer by Mr. Kaseke is that the applicant contends that what has been described as "passenger fee/head tax" is in reality government tax which should have been authorized by Parliament, and then collected and spent in accordance with Financial Orders, 1965.

46. Secondly, whereas Orders, Instructions, warrants, Rules and Regulations are "executive in nature" in contrast to Acts of Parliament, nevertheless they are delegated legislations and often it is difficult to draw a line between the effect of executive orders etc. made under an Act and an Act itself. Even renown experts such as Francis Bennion in his book, Statutory Interpretation, 2nd Ed. 1992, and D.C. Pearce and R.S. Geddes in their book, Statutory Interpretation in Australia, 4th Ed. 1996, have not committed to the view that delegated legislations which are "executive in nature" do not have the force of law.

47. On the affidavit evidence so far, I consider that the applicant has established an arguable case that the clauses in the agreement about "passenger fee/head tax" is unlawful. The issue may proceed to substantive trial. I grant leave to the applicant to issue judicial review proceedings based on the ground that the agreement was unlawful because it authorized collection and payment of public money without complying with Financial Orders, 1965, continued as if made under the Finance and Audit Act.

48. ***Unlawfulness: Procedural impropriety.***

The challenge on the ground of procedural impropriety is based on the uncontested fact that BTB was not consulted when the government was considering signing the agreement dated 29.4.2004. The applicant argued that it sat on the BTB and by extension it was not consulted. The claim to the right to be consulted is based on what the applicant said was its legitimate expectation, given its interest in tourism and the fact that it sat on the BTB.

49. On the evidence so far, it is difficult not to recognize that BTB and its members had legitimate expectation to be consulted when the Prime Minister was considering signing the agreement of 29.4.2004, which had terms that affected BTB and its members such as the applicant. I consider that the

applicant has established an arguable case about procedural unfairness or "impropriety."

50. ***Summary.***

A summary of my decisions are as follows:

50.1 The applicant brought its application for judicial review of the decision of the Prime Minister and the agreement dated 29.4.2004, promptly after "some concerns" about the agreement had been taken up with the Minister responsible, and after the applicant had learnt of the response by the Minister, which response the applicant still considered unfair. It filed its case 9 days after, and that was promptly.

50.2 Alternatively, the applicant has shown good reason for any delay occasioned. The Court waives any delay and extends time to include 10.11.2004, so that the applicant was able to bring judicial review proceedings late.

50.3 Leave to bring judicial review proceedings based on the ground of breach of SS: 6 and 16 of the Constitution is refused.

50.4. Leave to bring judicial review proceedings based on the ground of irrationality is refused.

50.5. Leave to bring judicial review proceedings based on the ground that under the agreement the Government unlawfully fettered its powers to govern according to law is refused.

50.6 Leave is granted to bring judicial review proceedings based on the grounds that the agreement was unlawful because it authorized public money to be collected and spent contrary to

Financial Orders, 1965, authorized under S: 23 of the Finance and Audit Act, Cap. 15, Laws of Belize.

50.7 Leave is granted to bring judicial review proceedings based on the ground of lack of consultation, which rendered the decision "procedurally improper" or taken by unfair procedure. The applicant had legitimate expectation, but had not been consulted.

50.8. The applicant is to file its judicial review case promptly, in any event, not later than 90 days from today.

51. Delivered this Monday the 20th day of December, 2004.

At the Supreme Court

Belize City.

Sam Lungole Awich
Judge
Supreme Court