IN THE SUPREME COURT OF GUAM

SHIOICHI UEDA, Individually and as Special Administrator of the Estate of RITA UEDA SINGEO, Deceased, MARIA UEDA,
Plaintiffs-Appellants,

v.

BANK OF GUAM, SALVADOR S. UEDA, SHIRLEY ANN UEDA,
Defendants-Appellees.

Supreme Court Case No.: CVA04-022
Superior Court Case No.: CV1308-99

OPINION

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Appeal from the Superior Court of Guam
Submitted on August 17, 2005
Hagåtña, Guam

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BEFORE: ROBERT J. TORRES, JR., Presiding Justice;[1] MIGUEL S. DEMAPAN, Justice *Pro Tempore*, RICHARD H. BENSON, Justice *Pro Tempore*.

TORRES, J.:

[1] Plaintiff-Appellants Shioichi Ueda and Maria Ueda ("Uedas") appeal from a Judgment and grant of summary judgment by the Superior Court of Guam. Specifically, the Uedas argue that (1) the trial court erred in: (1) granting summary judgment to Defendant-Appellee, Bank of Guam, and denying their motion for partial summary judgment on the declaratory relief claim, (2) qualifying Mr. Ron Ramos as an expert witness at trial; and (3) finding that the fair rental value of the subject property is $700.00 per month. We reject these arguments and affirm.

I.

[2] Shioichi Ueda and Maria Ueda executed a deed conveying Lot No. 1-R1, Block No. 3, Tract No. 115, Mangilao, Guam ("Mangilao lot") to their children, Salvador Ueda and Rita Ueda, as joint tenants. The deed ("Gift Deed"), recorded with the Office of the Recorder, Department of Land Management, contained a clause which reads in pertinent part:

> This grant is made subject to the following agreement, to wit, that the grantees shall not lease, sell or convey or in any manner whatsoever alienate the above described property for a period of at least five (5) years from the date thereof. Should the grantees herein named lease, sell, convey, or in any manner whatsoever alienate the above described property before the expiration of the five (5) year period, then this grant shall be null and void and the title of the property shall revert to and be vested in the Grantors, their heirs and assigns.
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> TO HAVE AND TO HOLD the same, all and the singular, the above-mentioned and described premises, in fee simple, together with all buildings, improvements, rights, easements, privileges thereon and thereto belonging or appertaining or held and enjoyed therewith, unto GRANTEE, the heirs, successors of and assigns, forever.

Appellant's Excerpts of Record ("ER"), tab 1 (Complaint, Ex. A, p.2).

[1] Chief Justice F. Philip Carbullido and Associate Justice Frances M. Tydingco-Gatewood recused themselves from this matter. As the next senior member of the panel, Associate Justice Robert J. Torres was designated as the Presiding Justice of the panel. Miguel S. Demapan and Robert H. Benson sit as Justices *Pro Tempore*.

[3] Rita Ueda passed away leaving Salvador Ueda as the sole title holder to the Mangilao lot. Salvador Ueda and his wife later executed a promissory note and mortgage on the Mangilao lot with power of sale to Bank of Guam for a secured loan of $115,500.00. Salvador Ueda defaulted on his loan payments. As a result, Bank of Guam issued a notice of sale under the mortgage and set a foreclosure sale date.

[4] On the eve of the foreclosure sale, Shioichi and Maria Ueda filed a complaint for declaratory judgment, preliminary and permanent injunctions and damages in the Superior Court of Guam. The Uedas argued that they were the proper title holders because Salvador Ueda's mortgage on the Mangilao lot violated the restraint on alienation contained in the Gift Deed. Bank of Guam subsequently filed its answer and counterclaim.

[5] Bank of Guam filed a motion for summary judgment on the Uedas' complaint and the quiet title counterclaim. The Uedas opposed the motion and filed a motion for partial summary judgment on the declaratory relief claim in the complaint.

[6] The trial court granted summary judgment to Bank of Guam on the Uedas' complaint reasoning that the Uedas had no interest in the Mangilao lot because the restriction of alienation contained in the Gift Deed was void in violation of Title 21 GCA § 1254. The trial court denied summary judgment on the quiet title count and the Uedas' motion for partial summary judgment.

[7] Bank of Guam filed an additional motion for summary judgment on its counterclaims to quiet title and wrongful injunction. The trial court granted summary judgment in favor of Bank of Guam on its counterclaims, but denied summary judgment on the damages.

[8] A bench trial commenced before the trial court. During trial, Bank of Guam sought to qualify Mr. Ron Ramos as an expert witness to testify on the valuation of Guam real property. Over the Uedas' objection, the trial court accepted Ramos to testify as an expert witness. Ramos testified that,

in his estimation, the rental value for the Mangilao lot and house would range from $975.00 per month to $1400.00 per month.

[9] The trial court issued its Findings of Fact and Conclusions of Law on the damages issue and concluded the fair rental value of the Mangilao lot was $700.00.

[10] The trial court subsequently issued a Decision and Order and entered a Judgment on the docket. This appeal followed.

II.

[11] This court has jurisdiction over an appeal from a final judgment pursuant to 48 U.S.C. 1424-1(a)(2) (Westlaw through Pub. L. 109-96 (2005)) and Title 7 GCA §§ 3107, 3108(a) (Westlaw through Guam Pub. L. 28-063 (2005)).

III.

[12] A trial court's grant of summary judgment is reviewed *de novo*. *Guam Hous. & Urban Renewal Auth. v. Pac. Superior Ents. Corp.*, 2004 Guam 22 ¶ 14. A trial court's decision on the admissibility of expert testimony is reviewed for an abuse of discretion. *In re N.A.*, 2001 Guam 7 ¶ 19. "The fair market value of property at a given time is a question of fact." *Guam Bar Ethics Comm. v. Maquera*, 2001 Guam 20 ¶ 22. A trial court's findings of fact are reviewed for clear error. *Guam Imaging Consultants, Inc. v. Guam Mem'l Hosp. Auth.*, 2004 Guam 15 ¶ 15.[2]

IV.

A. Restraint on Alienation

[13] The Uedas argue that the trial court erred in holding that the restriction on alienation contained in the Gift Deed was void under Title 21 GCA § 1254. Section 1254 provides

[2] The Uedas acknowledge that the determination of damages is reviewed under a clearly erroneous standard but argue that since the court listed the determination of damages under the "conclusions of law" heading the court's determination should be reviewed *de novo*. We disagree.

"[c]onditions restraining alienation, when repugnant to the interest created, are void." Title 21 GCA § 1254 (Westlaw through Guam Pub. L. 28-063 (2005)). We will conduct a three-part analysis when evaluating the validity of a restraint on alienation under section 1254: (1) characterizing the type of interest conveyed; (2) identifying the type of restraint created; and (3) determining whether the restraint is repugnant to the interest.

[14] First, neither party disputes that Shioichi and Maria Ueda conveyed a fee simple to Salvador and Rita. Furthermore, the Gift Deed conveyed a fee simple defeasible because it made the grant of fee simple subject to a restriction.[3] The Uedas therefore conveyed either a fee simple determinable[4] or fee simple subject to condition subsequent[5]. Although there is a constructional preference in favor of an estate subject to condition subsequent, *Mountain Brow Lodge No. 82 v. Toscano*, 64 Cal. Rptr. 816, 818 n.2 (Ct. App. 1967), this distinction would have no affect on the outcome in the instant case. For purposes of our analysis, it is sufficient to observe the undisputed fact that the Uedas conveyed a fee simple.

[15] Secondly, the Gift Deed created a forfeiture restraint.

> "Terms of a donative transfer of an interest in property which seek to terminate, or to subject to termination, that interest, in whole or in part, in the event of a later

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[3] "An estate in fee simple defeasible is an estate in fee simple which is subject to a special limitation (defined in § 23), a condition subsequent (defined in § 24), an executory limitation (defined in § 25) or a combination of such restrictions." Restatement (First) of Property § 16 (1936).

[4] "An estate in fee simple determinable is created by any limitation which, in an otherwise effective conveyance of land, (a) creates an estate in fee simple; and (b) provides that the estate shall automatically expire upon the occurrence of a stated event." Restatement (First) of Property § 44 (1936).

[5] "An estate in fee simple subject to a condition subsequent is created by any limitation which, in an otherwise effective conveyance of land,

> (a) creates an estate in fee simple; and
> (b) provides that upon the occurrence of a stated event the conveyor or his successor in interest shall have the power to terminate the estate so created."

Restatement (First) of Property § 45 (1936).

> transfer constitute a forfeiture restraint on alienation (hereinafter referred to as a forfeiture restraint). A forfeiture restraint may apply to any attempted later transfer or only to some types of such transfers and may be limited or unlimited in duration."

Restatement (Second) of Property: Donative Transfers § 3.2 (1983). In the instant case, the Gift Deed contained a provision where any attempt by the grantees to alienate the property within a five year period would result in the forfeiture of their acquired interest. Therefore, the Gift Deed created a forfeiture restraint limited only as to duration.[6]

[16] Finally, we must consider whether the forfeiture restraint imposed on the fee simple estate in this case is invalid. Title 21 GCA § 1254 states that any restraint on alienation "repugnant to the interest created" is invalid. California cases, interpreting § 711 of the California Civil Code,[7] have found conditions restricting the ability of an owner in fee simple to alienate their interest void.[8] *See Bonnell v. McLaughlin*, 159 P 590, 590 (Cal. 1916) (holding that "[n]o doubt can be entertained but that this limitation or restriction upon the power of alienation, which is so important a right of ownership where a fee simple is conveyed, does violence to the interest conveyed and is therefore void."); *Murray v. Green*, 28 P. 118, 120 (Cal. 1883) ("The reason why such a condition cannot be made good by agreement or consent of the parties, is that a fee simple estate and a restraint upon its alienation cannot in their nature co-exist.") (citation omitted); *Wharton v. Mollinet*, 229 P.2d 861, 863 (Dist. Ct. App. 1951) (holding that "[t]he right to own property in fee simple, but with a

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[6] The type of restraint found in the instant case, namely a forfeiture restraint limited only as to duration, can be distinguished from restraints on alienation qualified in other ways, such as manner of alienation or the exclusion of certain groups of transferees. *See* Restatement (Second) of Property: Donative Transfers § 4.2 cmt. n, r, and s (1983).

[7] We find California caselaw to be persuasive authority in the interpretation of Title 21 GCA § 1254, as that section was derived from California Civil Code § 711. *See People v. Superior Court (Laxamana)*, 2001 Guam 26 ¶ 8 (stating that "[b]ecause Guam's statute is derived from the California Code of Civil Procedure, we look to the substantial precedent developed within that state to assist in interpreting parallel Guam provisions.").

[8] A restraint on alienation for a term of years, or a life estate, would not be repugnant to that estate. *Coast Bank v. Minderhout*, 392 P.2d 265, 268 (Cal. 1964) (observing that "[a] life estate can be made terminable upon alienation because of the interest of the remainderman in the life tenant's character."), *overruled on other grounds by Wellenkamp v. Bank of America*, 582 P.2d 970 (Cal. 1978); *see also* Restatement (Second) of Property: Donative Transfers § 4.2 (1).

restricted right to sell it, cannot be created either by deed or by agreement. Any such restriction of the right of alienation in an instrument conveying a title in fee simple is void, and the void provision is separable from the title created."). Furthermore,

> "[t]he rule which prevails in most jurisdictions of this country . . . is that the ownership of land by legal title in fee carries with it as an incident of the estate the right to sell, mortgage, or otherwise alienate the property at any time; consequently, in general at least, any provision of an instrument of conveyance or of any later instrument which purports to prohibit or restrain the conveyee or owner in fee from alienating the property or to withhold from him the right or power to alienate, whether for the entire period of his life or for some lesser time is void. The ground usually assigned for the rules is that the restraint is repugnant to the fee . . .".

W. W. Allen, Annotation, *Validity of Restraint, Ending Not Later than Expiration of a Life or Lives in Being, On Alienation of an Estate in Fee*, 42 A.L.R. 2d 1243 (1955) (footnotes omitted). Thus, any condition that seeks to prevent an owner in fee simple from exercising the right of alienation in any manner whatsoever is repugnant because "[t]he right of alienation is an inherent and inseparable quality of an estate in fee simple." *Potter v. Couch*, 141 U.S. 296, 315, 11 S. Ct. 1005, 1010 (1891).

[17] We also find section 4.2 of the Restatement of Property instructive. Section 4.2(2) states, in relevant part:

> A forfeiture restraint imposed in a donative transfer on a present interest in property that is not described in subsection (1) is invalid if the restraint, if effective, would make it impossible for *any period of time from the date such interest becomes a present interest* to transfer such interest without causing a forfeiture thereof.[9]

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[9] Section 4.2 provides in its entirety:

> 1. A forfeiture restraint imposed in a donative transfer on a life interest in property, or on an interest for a term of years that will terminate at the end of a life (or reasonable number of lives) in being at the time of the transfer, is valid.
>
> 2. A forfeiture restraint imposed in a donative transfer on a present interest in property that is not described in subsection (1) is invalid if the restraint, if effective, would make it impossible for any period of time from the date such interest becomes a present interest to transfer such interest without causing a forfeiture thereof.
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> 3. A forfeiture restraint imposed on an interest in property, which restraint is not governed by subsections (1) or (2), is valid if, and only if, under all the circumstances of the case, the restraint is found to be reasonable. The most common factors supporting such a finding are the following:
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> a. The restraint is limited in duration;

Restatement (Second) of Property: Donative Transfers § 4.2 (1983) (emphasis added). Illustration 14 of the Restatement comments is particularly pertinent to our discussion:

> 14. O, owning Blackacre in fee simple absolute, makes an otherwise effective transfer thereof "to S (O's son) and his heirs, but if S or his heirs during the next ten years attempt to transfer Blackacre by any means whatsoever, the land shall go over to D (O's daughter) and her heirs." The forfeiture restraint on Blackacre qualified only as to duration is invalid. S has an estate in fee simple absolute.

Restatement (Second) of Property: Donative Transfers § 4.2 cmt. l, illus. 14 (1983). The comment preceding Illustration 14 explains:

> the usual purpose of a [forfeiture restraint limited only as to duration] is the protection of the transferee against his or her own indiscretions. This may be a worthy objective, but its accomplishment is not permitted at the expense of freezing, *even for a limited time*, the ownership of a present interest in property not described in subsection (1).

Restatement (Second) of Property: Donative Transfers 4.2, cmt. l (1983) (emphasis added).

[18] We join the majority of jurisdictions and position of the Restatement and hold that a forfeiture restraint imposed on a fee simple estate acquired in a donative transfer which makes it

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b. The restraint is limited to allow a substantial variety of types of transfer to be employed;

c. The restraint is limited as to the number of persons to whom transfer is prohibited;

d. The restraint is such that it tends to increase the value of the property involved;

e. The restraint is imposed upon an interest that is not otherwise readily marketable; or

f. The restraint is imposed upon property that is not readily marketable.

Restatement (Second) of Property: Donative Transfers § 4.2 (1983).

The Reporter's Note states that"[t]he rules of subsections (1) and (2) are supported by the weight of authority. The rule of subsection (3) is a minority position with regard to forfeiture restraints on present interests, but is supported by the decisions with regard to forfeiture restraints imposed on future interests and by analogy to developments in relation to restraints imposed in commercial transfers."Restatement (Second) of Property: Donative Transfers § 4.2 reporter's note 1 (1983). Kentucky has departed from the majority view and the view espoused in the Restatement of Property and used reasonableness as its sole criterion in determining the validity of forfeiture restraints. *See* Restatement (Second) of Property: Donative Transfers § 4.2, Reporter's Note 9 (1983).

impossible for an owner in fee simple to transfer an interest in that property, even for a limited period of time, is repugnant to that interest and void under Title 21 GCA § 1254.[10]

[19] Applying our holding to the instant case, the condition contained in the Gift Deed making it impossible for the grantees to alienate their interests in the Mangilao lot for five years is void. Accordingly, Salvador Ueda and Rita Ueda acquired a fee simple absolute interest in the Mangilao lot free of the forfeiture restraint on alienation. Therefore, the trial court did not err in granting Bank of Guam's Motion for Summary Judgment on the complaint and in denying Shioichi and Maria Ueda partial summary judgment on the declaratory relief claim.

[20] The Uedas advance two arguments for the validity of the forfeiture restraint based on provisions of the Guam Code that we find inapplicable to the instant case. First, the Uedas argue that the forfeiture restraint complies with Title 21 GCA § 1265 and is therefore valid.[11] The Uedas fail to recognize the distinction between the rule against restraint on alienation, codified in Title 21 GCA § 1254, and the rule against suspension of alienation, codified in Title 21 GCA § 1265. This distinction is not without significance, as the rule against restraint on alienation differs in purpose and remedy from the rule against suspension of alienation. "[F]undamentally the object of both [the rule against perpetuities and the rule against suspension of alienation] is to prevent perpetuities, the

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[10] The Restatement employs a reasonableness test for forfeiture restraints used in commercial transfers. Restatement (Second) of Property: Donative Transfers § 4.2 reporter's note 1 (1983). We do not decide today, but leave for future determination the issue of whether our holding applies in commercial transfers.

[11] Title 21 GCA § 1265 states:

> Except in the single case mentioned in § 3112, the absolute power of alienation cannot be suspended by any limitation or condition whatever, for a longer period than as follows:
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> 1. During the continuance of the lives of persons in being at the creation of the limitation or condition; or
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> 2. For a period not to exceed twenty-five (25) years from the time of the creation of the suspension.

Title 21 GCA § 1265 (Westlaw through Guam Pub. L. 28-063 (2005)).

tieing up of estates and the suspension of their free and full conveyance for long, indefinite periods of time . . ." *Strong v. Shato*, 45 Cal. App. 29, 35 (Cal. Dist. Ct. App. 1919). This suggests that the rule against suspension of alienation does not apply to present possessory estates. This interpretation is supported by Title 21 GCA § 3111 (Westlaw through Guam Pub. L. 28-063 (2005)) which reads: "The suspension of all power to alienate the subject of a trust . . . is a suspension of the power of alienation, within the meaning of §715 [sic][12] of the Civil Code." In contrast, the rule relating to restraints on alienation is a prohibition against the "undue prevention of the transfer of estates already vested." *In re McCray's Estate*, 268 P. 647, 650 (Cal. 1928).

[21] Perhaps more importantly, a violation of the rule against restraint on alienation differs greatly in result from a violation of the rule against suspension of alienation.

> "If the [rule against restraint on alienation] is violated, the restraint only is bad and the enjoyment or possession of the gift is accelerated, while if the [rule against suspension of alienation] is violated, the interest or gift including the attempt to suspend its vestiture is void ab initio. A violation of the latter rule works the same result as a violation of the rule against perpetuities."

Story v. First Nat'l Bank & Trust Co., 156 So. 101, 104 (Fla. 1934). Relevant to this distinction, Title 21 GCA § 1266 states, "Every future interest *is void in its creation* which, by any possibility, may suspend the absolute power of alienation for a longer period than is prescribed in this Article." Title 21 GCA § 1266 (Westlaw through Guam Pub. L. 28-063(2005)) (emphasis added). While a condition violating the rule against suspension of alienation makes the interest void in its entirety, a violation of the rule against restraint on alienation results only in the invalidation of the *condition* restraining alienation. *See* Title 21 GCA § 1254 ("Conditions restraining alienation, when repugnant to the interest created, are void.").

[12] Title 21 GCA § 1265 is based on the former § 715 of the California Civil Code.

[22] The purpose of the rule against the restraint on alienation and the rule against suspension of alienation are separate and distinct, violations of which produce drastically differing results. For these reasons, we find Title 21 GCA § 1265 irrelevant to evaluating the validity of a restraint on alienation.

[23] Furthermore, we find Title 21 GCA § 62104(b) inapplicable to the facts of this case. Section 62104(b) provides:

> (b) Article 5 of this Chapter shall also not apply to land which has been owned in fee simple by a person *who divides said land among his living children* or their descendants by way of inter-vivos gift; provided, however, that such land shall be deeded to said children or descendants in fee simple and said deeds shall contain alienation clauses to the effect that the children or descendants shall not give, sell, or convey in fee simple such lots for a period of at least five (5) years

Title 21 GCA § 62104(b) (Westlaw through Guam Pub. L. 28-063 (2005)) (emphasis added). In the instant case, the Uedas conveyed the Mangilao lot to Salvador and Rita "as joint tenants." Appellee's SER, p. 1 (Deed). In a joint tenancy, each tenant has a separate but undivided interest in the property. *See* Title 21 GCA § 1215 ("A joint interest is one owned by several persons in equal shares . . .") (Westlaw through Guam Pub. L. 28-063 (2005)); *see also* BLACK'S LAW DICTIONARY (8th ed. 2004) (observing that one of the requirements for a joint tenancy is that the interests "must be physically undivided") (quoting Thomas F. Bergin & Paul G. Haskell, *Preface to Estates in Land and Future Interests* 55 (2d ed. 1984)). The Uedas did not divide the Mangilao lot, but rather created a joint tenancy. Therefore, the conveyance in this case does not qualify as the type of conveyance described in section 62104(b).[13]

[13] We limit our holding to the facts of this case and do not address the validity of the restraint on alienation under the specific requirements provided for in a Title 21 GCA § 62104(b), as that issue is not properly before this court.

B. Qualification of Expert Witness

[24] The Uedas contend that the trial court erred in qualifying Ramos as an expert witness for the purpose of valuating Guam real property. We disagree.

[25] Rule 702 of the Guam Rules of Evidence provides: "If scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill, experience, training, or education, may testify thereto in the form of an opinion or otherwise." Title 6 GCA § 702 (Westlaw through Guam Pub. L. 28-063 (2005)). "Analysis of a Rule 702 issue encompasses a two-part test: (1) whether the witness is qualified via knowledge, skill, experience, training, or education; and (2) whether the witness' testimony will assist the trier of fact." *In re N.A.*, 2001 Guam 7 at ¶ 44 (citations omitted).

[26] The Uedas do not dispute that the second prong was satisfied, but focus their arguments on Ramos' qualifications. A trial court abuses his or her discretion in qualifying an expert witness when there is no evidence on the record on which the judge could have rationally based that decision. *See id.* ¶ 19; *see also Kopf v. Skyrm*, 993 F.2d 374, 377 (4th Cir. 1993) ("Where the expert's qualifications are challenged, the test for exclusion is a strict one, and the purported expert must have neither satisfactory knowledge, skill experience, training nor education on the issue for which the opinion is profferred."). A witness may be qualified based on their knowledge, skill, experience, training, education, or upon a combination of any of the five factors. *See Wright v. United States*, 280 F. Supp. 2d 472, 478 (M.D.N.C 2003)("A witness may testify as to his specialized knowledge so long as he is qualified as an expert based on any combination of knowledge, skill, experience, training, or education."). In the instant case, the trial court relied on a number of findings in concluding that Ramos was qualified to offer expert testimony: Ramos had been the owner and principal broker of a real estate brokerage for six years; Ramos had been a real estate agent for the

purpose of buying and selling real estate on Guam for eight years; Ramos participated and contributed to the Multiple Listing Service ("MLS") operated by the Guam Board of Realtors for eight years and testified that approximately ninety-five percent (95%) of real estate firms on Guam customarily use and rely on MLS reports to identify the reasonable market value for sale, purchase and rental of real estate; and Ramos had personal experience in the sale, purchase and rental of homes in Mangilao and Barrigada. We hold that these findings were sufficient to meet the liberal qualification standard provided for in Rule 702 and that the trial court did not abuse its discretion in qualifying Ramos as an expert witness.

C. Determination of Fair Market Value

[27] Finally, the Uedas argue that the trial court erred in concluding that the fair rental value of the Mangilao lot was $700.00 per month. When reviewing a decision for clear error, we will construe the facts "in a light most favorable to the party prevailing below." *Guam Imaging Consultants*, 2004 Guam 15 ¶ 30. Furthermore, a trial court commits clear error "if the entire record produces a definite and firm conviction that the court below committed a mistake." *Id.* Here, the trial court based its determination of the fair rental value of the Mangilao lot on several findings: (1) the size of the Mangilao lot is approximately 2,300 square meters; (2) the Ueda house has approximately 1,600 square feet of living space with five bedrooms, one bathroom, a living room and a kitchen; (3) the average cost to rent a house in Barrigada with an average living area of 1,250 square feet is $1,100.00; and testimony from Ramos that the Ueda property had a fair market rental value of at least $1,000.00. The trial court also made downward adjustments because the Ueda house did not have typhoon shutters, a functioning water heater and had tiles that were cracked, broken and mismatched in several places. Based on the evidence in the record, we hold that the trial

court did not commit clear error in finding that the fair market rental value of the Mangilao lot was $700.00.

V.

[28] We hold that restraints on alienation imposed upon a fee simple estate acquired in a donative transfer are void under Title 21 GCA § 1254. Furthermore, we hold that the trial court did not abuse its discretion in qualifying Ramos as an expert witness. Finally, we hold that the trial court did not commit clear error in concluding that the fair market rental value of the Mangilao lot was $700.00. Accordingly, we **AFFIRM** the trial court's decision.