



IN THE SUPREME COURT OF  
THE REPUBLIC OF VANUATU  
(Civil Jurisdiction)

Civil  
Case No. 23/3275 SC/CIVL

BETWEEN: JEAN PAUL TETUI AND  
PAUL AVOCK HUNGAI  
Claimants

AND: REPUBLIC OF VANUATU  
First Defendant

AND: PAUL JACK  
Second Defendant

Before: Hon. Justice Oliver A Saksak

In Attendance: Mrs Mary Nari Grace for the Claimants  
Mr Freddie Bong for the First Defendant  
No appearance for the Second Defendant

Date of Hearing: 28<sup>th</sup> April 2025  
Date of Judgment: 12<sup>th</sup> June 2025

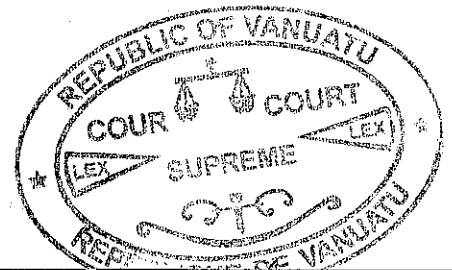
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JUDGMENT

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Introduction

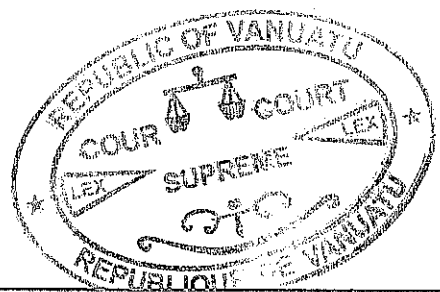
1. This is a claim filed on 28<sup>th</sup> November 2023 by Jean Paul Tetui and Paul Avock Hungai claiming rectification of the Lands Register in relation to Lease hold Title 11/0H33/029 ( Lease 029) by restoring the claimant's names as joint lessees/ proprietors, and order for eviction against Paul Jack, the Second Defendant, and for the refund of Court and legal fees in the sum of VT 120,000 and costs.
2. The First Defendant filed its defence on 21<sup>st</sup> March 2024 generally denying any liability. They plead amongst others that Lease 029 was registered in favour of Jean Paul Tetui who was a minor of less than 18 years old without any information or knowledge provided at the time. As such it is pleaded in the defence the registration of Lease 029 was unlawful and Jean Paul Tetui has no standing to initiate the claim.



3. The Second Defendant did not file any response and/or defence. He has never taken any active part in the management stages of the case.

### **Background**

4. The is case has an interesting background. It first appeared as Civil Case No. 18 of 2013. The Second Defendant Paul Jack was the Claimant with the Jean Paul Tetui as First Defendant and the Republic as Second Defendant.
5. On 30<sup>th</sup> September 2013 Spear J issued a Minute recording among others that the claim had a number of procedural difficulties which the Judge pointed out and gave an opportunity for the parties to take appropriate steps to remedy the irregularities. In the meantime the judge ordered the Director not to permit any dealings on Lease 029 until further order of the Court. The Judge recorded that Jean Paul Tetui was a 12 year old boy. In reality he was 13.
6. On 13 October 2014 Harrop J took carriage of the case and issued a minute noting among others that the claimant had not taken any further steps, and struck the matter out, and revoked the prohibition order against the Director made on 30<sup>th</sup> September 2013.
7. Following the revocation, Mr Gordon Willie then Principal Registry Officer within the Lands Registry issued a Notice on 10<sup>th</sup> December 2014 giving 7 days notice of intention to cancel Lease 029, to expire on 16 December 2014.
8. The letter was delivered in person to Jean Paul Tetui by a Municipal Warden by the name of Diego Massing in the afternoon of 19 December 2014, some 3 days after its expiry period on 16 December.
9. On 6<sup>th</sup> February 2015 Lease 029 was cancelled as recorded in the Lease Register.
10. On 9<sup>th</sup> February 2015 Paul Hungai Avock and John Noel Avock lodged an application in respect of Lease 029.



11. On 9<sup>th</sup> June 2015 the Land Management and Planning Committee wrote to Paul Hungai Avock and John Noel Avock advising them that their application had been deferred pending legal advice from the Attorney General.
12. From receipts issued and documentary evidence it appears the claimants paid a premium of VT 360,000, VT 47,250 as registration fees, ( Receipt 621132-6/11/2012), VT 17,478 ( Receipt 849501-23/02/2015), VT 18,775- ( Receipt 966120- 18/03/2016), VT 20,000 ( Receipt 849507-23/02/2015) and VT 8,775 ( Receipt 1135570- 29/06/2017).

### **Evidence**

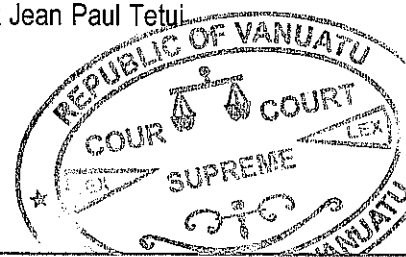
13. The claimants relied on the evidence of John Avock filed on 26 June 2024 with 13 Annexures. No evidence was filed by Jean Paul Tetui or Paul Avock Hungai in support of their claims.
14. The First defendant relied on the sworn statement of Gordon Willie, the Director filed on 9<sup>th</sup> September 2024 with 23 Annexures.

### **Discussion**

15. By a memorandum filed on 23<sup>rd</sup> April 2025 Mrs Nari informed the Court that the parties had agreed the facts and that Counsel should be given 21 days to file and serve written submissions.
16. The Court issued formal directions on 28 April 2025. Mrs Nari filed written submissions on 13 May 2025. At the time of writing on 10 June 2025, I had not see any written submissions from the Defendant.
17. I should say at the outset of my analysis that had the Court's directions in 2013 and 2014 been complied with by Counsel and the parties, this proceeding might have been avoided. The reality is that this proceeding was filed in November 2023.
18. However the difficulties and procedural irregularities still remain as follows:-

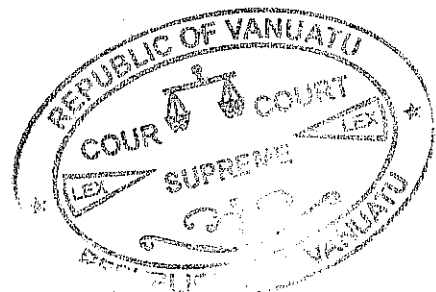
- a) Jean Paul Tetui and Paul Avock Hungai have not given any evidence in support of the claim.

As a 12 and 13 year old boy in 2012 and 2013, there is no evidence that Jean Paul Tetui



had paid the premium moneys, registration fees and land rents from 2013 to 2017. He therefore has not established any cause of action against the Republic to claim any refund of those monies.

- b) As a minor, Jean Paul Tetui could not apply for a lease. There is a document annexed as "GW12" to the sworn statement of Gordon Willie at page 10 read as PASS 1 and PASS 2 which appears to be a page of an application. At the top it states "Residential lease" 11/0H33/029 dated 6<sup>th</sup> November 2012 with the applicant's name Jean Paul Tetui.
- c) To have been a proper application, it should have been made by Pual Hungai as Trustee for Jean Paul Tetui or better still by Arsen Avock as Trustee for Jean Paul Tetui. That did not occur. There it was an illegal action. When Lease 029 was therefore registered in Jean Paul Tetui's name, it was an act void ab initio.
- d) As such the cancellation of the Lease in February 2015 was properly and legally done. A 7 day notice was issued and served on Jean Paul Tetui although some 3 days late. But at the time Jean Paul Tetui was about 14 years of age. Lease 029 was not cancelled until 6<sup>th</sup> February 2015. From December 2014 to 6<sup>th</sup> February 2015 was more than 2 months. There is no evidence by Jean Pual Tetui to confirm or deny the receipt of the notice and to show what he did with the letter if he did receive it.
- e) The standing of Jean Paul Tetui becomes an issue that bears heavily against him in relation to his claims for rectification and refunds of moneys. He cannot in my considered view be entitled to any of these reliefs sought in the claim.
- f) As regards Paul Avock Hungai, I note from paragraph 7 of Mrs Nari's submission that it appears Mr Hungai has passed away. There is no further details of the date of his passing. This information is vital to ascertain whether the claim was filed before or after his passing. If he has in fact passed away, there is an issue as to whether this proceeding should be maintained in his name or in the name of his personal representative or the administrator of his estate? That is the difficulty of this named claimant.



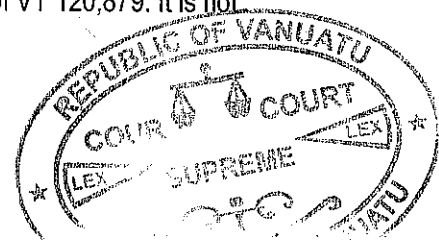
- g) As for the Second Defendant Paul Jack, he has no evidence and has not actually participated at all. It appears he too may have a claim against the Republic but that is a matter entirely dependant on him to pursue but not without a lawyer.

### **Summary**

19. As things stand at this present time on the information before the Court, Lease 029 has been cancelled.
- a) Someone paid a premium of VT 360,000 and registration fees of Lease 029 and land rents from 2013 to 2017, presumably Paul Avock Hungai, but there is no evidence of who did so.
- b) Paul Jack is physically occupying Lease 029 and it appears he too has paid a premium, whether he applied formally or not, there is no evidence but he has a competing interest.
- c) Paul Avock Hungai and John Avock applied for Lease 029 in 2015 which has been deferred. This is no evidence as to whether that application has been fully determined. They too have a competing interest.
20. In the end only one person would be granted Lease 029. That is a matter for the appropriate committee that decides on applications. Which ever these persons is finally decided to be granted Lease 029, the other must be refunded or reimbursed what amounts are rightfully due to him. This could be achieved administratively without any need for these parties to have to expend more money on unnecessary litigation.

### **Result**

21. For the reasons given, the claim by the claimants is unsuccessful and is hereby dismissed in its entirety.
22. In CC 18 of 2023 the Court awarded costs against Paul Jack in the sum of VT 120,879. It is not certain if those costs have been paid.



23. In this proceeding, in the circumstances of the case, I make no order as to costs. Each party bears its own costs.

DATED at Port Vila this 12<sup>th</sup> day of June 2025

BY THE COURT

  
Hon. Justice Oliver A Saksak

