

of the 30th November 1976

JOINT COURT OF THE NEW HEBRIDES

JUDGMENT

Public hearing held on Tuesday the 30th day of November one thousand nine hundred and seventy-six.

The Joint Court of the New Hebrides sitting at the Courthouse Vila, and composed of :

Messrs.

Louis CAZENDRES, French Judge, President
Louis Georges SOUYAVE, British Judge
Pierre PRÉ, Assessor,
assisted by Pierre de GAILLANDE, Registrar

gave the following judgment in civil cause :

BETWEEN :

The company UNION ELECTRIQUE D'OUTRE MER (UNELCO), plaintiff appearing and represented by Maître A. de PREVILLE

OF THE ONE PART

AND :

Anthony John LOVE, defendant, neither appearing nor represented

OF THE OTHER PART

FACTS AND PROCEEDINGS

UNION ELECTRIQUE D'OUTRE MER (hereinafter called "UNELCO"), a joint stock company incorporated under French law, and for which domicile is elected at the chambers of Maître A. de Préville, Barrister of Vila, its Counsel, by writ dated the 17th day of November 1976 served by Mr. de GAILLANDE, bailiff of the Joint Court, summoned :

Anthony John LOVE, hotel-keeper, of Australian nationality, formerly residing at rue Higginson, Vila,

To appear at the hearing of the Joint Court at the Courthouse, Vila on the 30th November 1976 at 8.30 a.m.

For :

"WHEREAS according to the terms of two agreements No.1528 B and 1534 dated 31st December 1975 Mr. Love subscribed to a one year contract for the use of electric energy furnished by the plaintiff in its capacity as concessionaire for the public supply of electricity in Vila.

.../2

And whereas under the terms of article 13 of the said agreements the parties elected the jurisdiction of the Joint Court for all disputes arising from their contract, pursuant to the provisions of article 21A of the Anglo-French Protocol of 6th August 1914;

And whereas as at the 31st May 1976 Mr. Love was indebted to the plaintiff for the consumption of electricity in the sum of FNH 612.911 and whereas the plaintiff was obliged to discontinue the supply of electricity pursuant to the provisions of article 11 of the agreement;

And whereas from the sum of FNH 612.911 must be deducted the sum of One Hundred and Eighty-one Thousand and Thirty-eight Francs N.H. (FNH 181.038) which Mr. Love had paid by way of deposit on his consumption and whereas he is consequently still indebted in the sum of FOUR HUNDRED AND THIRTY-ONE THOUSAND EIGHT HUNDRED AND SEVENTY-THREE FRANCS N.H. (FNH 431.873)

And whereas he has not offered settlement

THEREFORE :

To hear Anthony John LOVE sentenced to pay UNION ELECTRIQUE D'OUTRE MER the principal sum of FOUR HUNDRED AND THIRTY ONE THOUSAND EIGHT HUNDRED & SEVENTY THREE FRANCS N.H. (FNH 431.873)

To hear directed that the said sum will carry interest at the rate of 5% per annum commencing from the date of the present petition

And further to hear Mr. LOVE sentenced to pay all the legal costs, including those of Maître Armand de Préville."

The case was called on 30th November.

Maître de Préville expanded the pleadings of his client.

No-one appeared for Mr. LOVE and Maître de Préville requested judgment in accordance with the provisions of article 22 of the Rules of Procedure of 2nd December 1910.

WHEREUPON THE COURT :

Having heard Maître de Préville for the plaintiff

No-one appearing for the defendant

And after deliberating :

Whereas the Joint Court is competent to take cognizance of all disputes arising from the execution of contracts between the company UNELCO and its clients ;

And whereas the sum of Four Hundred and Thirty One Thousand Eight Hundred and Seventy-Three Francs N.H. (FNH 431.873) claimed by the plaintiff has been supported by statements of account and a letter from the defendant dated 4th June, 1976 ;

.../3

And whereas the defendant did not present himself nor send any excuse to the Court, there are grounds for the application of the provisions of article 22 of the Rules of Procedure, to find in default against him and to proceed with the hearing ;

ON THESE GROUNDS :

Pronounces judgment in default against Mr. LOVE ;

ORDERS him to pay the principal sum of FOUR HUNDRED AND THIRTY ONE THOUSAND EIGHT HUNDRED AND SEVENTY THREE FRANCS N.H. (FNH 431.873) to the company UNELCO

FURTHER ORDERS him to pay the lawful interest commencing from the date of the petition AND all legal costs including those of Maître de PREVILLE

DIRECTS that this judgment shall be notified to the defendant in the usual manner

MADE, judged and pronounced in public hearing the day month and year hereinbefore.



L.G. SOUYAVE
British Judge



L. CAZENDRES
French Judge



P. de GRILLANDE
Registrar