

(Civil Jurisdiction)

**BETWEEN:**     **John Delwin Kalsong Manaon and Betty Amos**  
                          Claimants

**AND:**           **Dolcy Pakoa**  
                          First Defendant  
**The Minister of Lands**  
                          Second Defendant  
**The Director of Lands**  
                          Third Defendant

*Date of Hearing:*           25 and 26 July 2018  
*Before:*                   Justice G.A. Andrée Wiltens  
*Counsel:*                 Mr W. Daniel for the Claimants  
                                  Ms M-N. Ferrieux-Patterson for the First Defendant  
                                  Mr S. Kalsakau for the Second and Third Defendants (absent)  
*Decision:*                 30 August 2018

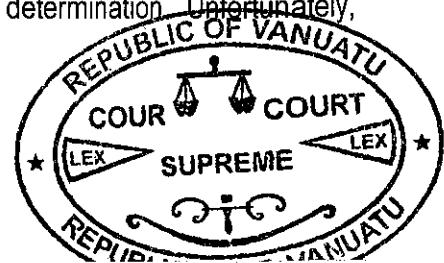
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**JUDGMENT**

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**A.    Introduction**

1. This is a sad case involving a dispute over very valuable waterfront land in Melcofi, Port Vila between siblings. Despite every effort to get the parties to settle, the residual animosity and entrenched positions adopted required the Court to make a final determination. Unfortunately,

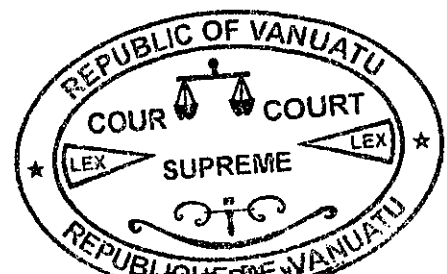


that means at least one of the parties will be very unhappy at the result – but the parties were fore-warned.

2. Mr Manaon and Ms Amos, the claimants, are currently residing on the land in question with their extended families; and Ms Pakoa, despite being the registered owner of the land, resides elsewhere. As a result, she not only defends the application to remove her name from the title, but she counter-claims for the removal from the land of her siblings and their families; and she seeks compensation and damages for the deprivation of her rights of occupancy and the costs involved in her residing elsewhere.
3. The Second and Third Defendants took no part in the hearing. They were named as parties due to an earlier proceeding asserting fraud and seeking rectification of the official records; but there is no suggestion of any wrong-doing on their part. A sworn statement by the Director of the Department of Lands, Survey and Records was filed, but that was their only participation in this matter. That statement confirms, and it is unchallenged, that lease title 11/OF21/030 was transferred into David Kalsong's (the family patriarch) name as lessee on 31 October 1994 by the Minister of Lands. The title was subsequently transferred to Ms Pakoa on 5 February 2009.
4. Mr Manaon maintains that by right, as the eldest son, the title ought to have been transferred to him; and further that Ms Pakoa effectively duped their father by fraud/trickery into transferring the title to her by promising to pay him VT 500,000. Mr Manaon maintains that Ms Pakoa practised a fraud on their father as she never intended to pay the sum offered; and that therefore the transfer was not valid, ought to set aside, and be replaced with a transfer of the title to him.

**B. Preliminary Matters**

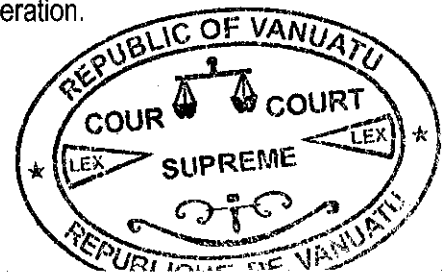
5. An application to strike out the proceedings was withdrawn at the commencement of the case.
6. An application to strike out parts of the Claimants' statements was maintained – on the basis of hearsay and relevance.
7. I was disinclined to disallow the admission of hearsay evidence – in my view, this issue is much better dealt with not as an issue of admissibility, but one of what weight, if any, to attach to the evidence. That stance seems to me to be in better alignment with international jurisprudence than simply excluding all hearsay evidence.
8. Relevance, on the other hand, did concern me.
9. In his sworn statement, Mr Manaon (at paragraphs 14 through 16) referred to his late brother's claim against Ms Amos – a matter that was dismissed by the Court. In my view, that had no relevance to this case; and I therefore ruled all that evidence inadmissible.
10. Also, Mr Manaon referred to Ms Pakoa not paying the utilities of the lease – as she was not residing there I could understand why she might adopt that view, but I failed to see how that issue was relevant; and I therefore also ruled paragraph 18 of Mr Manaon's sworn statement inadmissible.



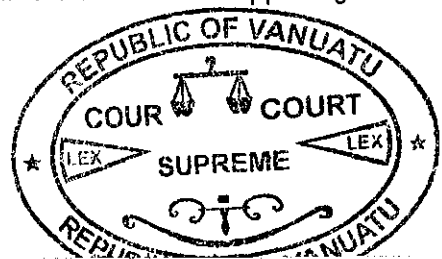
11. By agreement, the sworn statement of Ms Pakoa of 4 May 2018, was not relied on. I therefore put it to one side.

**C. The Evidence**

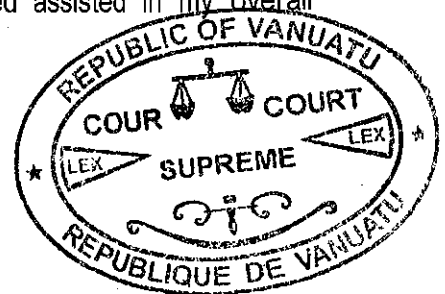
12. Mr Manaon had filed a sworn statement in support of the Claim, and also testified. He maintained that Ms Pakoa had stolen his birth-right when the lease was transferred to her name. He told me that his father, when still alive, had always told all the siblings that Mr Manaon would inherit the title. He looked foolish when cross-examined about this – telling me that even though he did not reside with his father, yet he was present whenever this subject was discussed, and his father's views never altered. Such exaggeration beggars belief, and it undermined his credibility. It was also contrary to the evidence of another brother Mark Robert; and when that was put to him, Mr Manaon immediately cast aspersions about his brother's motives and attempted to disclaim his biological relationship to him. That did not endear me to him as a witness of the truth, whose evidence I could rely on.
13. Mr Manaon told me his father had signed a transfer to him on 20 August 2008 – **Exhibit B**. In fact it was an Application for Ministerial Consent, and the Transferee details recorded are those of Mr Manaon, Ms Pakoa, and their brother Peter TK Naviti. All three also signed that document. Mr Manaon's stated ignorance as to what the document actually was, reflected badly on his reliability and credibility as in his sworn statement he had exaggerated the true position.
14. Mr Manaon confirmed he has lived on the land virtually all his life, and currently occupies the land with his wife and their 3 children, as well as Ms Amos and her children.
15. He told me also that his father had signed a will on 15 July 2009, **Exhibit C**. A translation of the will was requested, and Mr Daniel promised this would be provided to the Court together with his written final submissions by 8 August 2018. To date neither has been received.
16. I accept that **Exhibit C** purports to be a will. This document is type-written in Bislama, and was said to be signed by the patriarch – the shaky hand-writing leaves me very unclear as to the mental and physical state the late Mr Kalsong was in, if in fact it was he who signed. I note the signature is quite different to that in **Exhibit D**, signed only 10 months earlier. The sole witness has signed simply "Betty"; and the usual manner of two witnesses each participating in the execution process appears to be absent. I have no confidence that this document reflected Mr Kalsong's stated position that Ms Pakoa had tricked him into putting her name on the Title – all he did was sign the Transfer, which had presumably been prepared by lawyers on instructions. That statement therefore makes no sense to me. Equally I am uncertain about the claim that he was authorising Peter Naviti to take a Court case to try and return the title to his name, so that he could then later transfer it to Mr Manaon. The provenance of this document was uncertain at best, and more likely very dubious. I determined I could not place any weight on the contents of the document.
17. Mr Manaon maintained that his late father had consistently and persistently, prior to his death, complained to him about how Ms Pakoa had guaranteed to pay VT 500,000 for the lease but had not paid him – his father maintained she had lied to him about this. He produced the Transfer, **Exhibit D**, which states that VT 500,000 was the paid consideration.



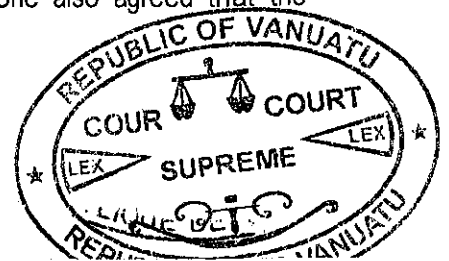
18. Mr Manaon admitted that he had assaulted Ms Pakoa in 2009 and driven her away from the family land ~~he explained that he only did that once. He explained that there was to be a family meeting, but Ms Pakoa didn't show up until after the meeting was closed. Mr Manaon then "lost it" when Ms Pakoa would not agree to give up the lease title and insisted the matter go to Court.~~
19. He accepted also that he had been to see her at other times to try and get her to return to the land, but she declined. He accepted he was a disappointed and frustrated hot-head, who just wanted to get his land back. He accepted Ms Pakoa was scared of him; and that he'd shown her what he described as their father's mental division of the land – what was his, what was hers. However, she just wouldn't listen; and it was very fortunate she'd not sold the land. He denied knowing that for the last short while of his life, his father was supported full-time by Ms Pakoa moving back into the house with him and looking after him. Mr Manaon also admitted assaulting Ms Pakoa's handicapped son and driving him from the property – his explanation was that there was little if anything wrong with the son, but that he was lazy and needed to help out more.
20. I asked Mr Manaon what he was actually alleging as fraud/trickery. He replied it was the VT 500,000 she had promised but not paid. I asked him if Ms Pakoa now paid VT 500,000 would that be the end of his claim? Of course not, was the response: "I still believe in my inheritance. I want it back."
21. It was a concern for me, that right at the end of his evidence, he alleged something new – that Ms Pakoa had made some admissions to their mother. I was convinced he'd just made that up on the spot, as there was absolutely nothing to support the allegation. As well, he raised for the first time that the patriarch had divided the property in 3 sections almost as soon as he obtained the lease – one piece each for him, Ms Pakoa and Ms Amos. He told me his father had expected that Mr Manaon would "take care" of Peter Naviti. I found it difficult to accept these assertions as they appeared nowhere else in the evidence.
22. For the many reasons cited above, I found Mr Manaon to be a very poor witness; and I considered I could accept what he told me only if there were strong corroboration for his evidence. In making that assessment, I reminded myself of the dangers of relying to any great extent on body language, or the manner in which the witness testified. I was concerned with consistency, both within his testimony and when comparing his evidence with documentary exhibits. I formed this initial impression without seeing any of the following witnesses, and was fully prepared, if necessary to re-evaluate that impression when seeing and hearing the other witnesses called. I also reminded myself that he was one of the claimants, with an evidential burden – and also that the standard of proof here was whether his case was established on the balance of probabilities, and whether what he had told me was more likely than not to be correct.
23. Ms Amos told me that Ms Pakoa had promised their father VT 500,000 in consideration for transferring the lease title – it was that promise that caused their father to sign the transfer. She said that the promised money has not been paid, even as at today. Ms Amos maintained that their father waited "every day" to be paid; that it is a lie if Ms Pakoa says she acquired title in recompense for looking after him in the latter stages of his life, and it is not correct that she seen the signing of the transfer document – she says she was unaware of what was happening and took no part in the signing ceremony.



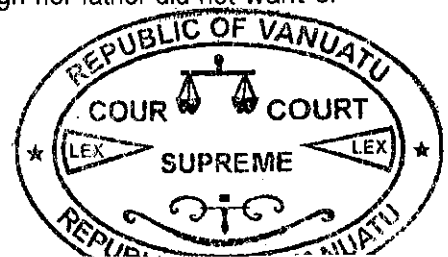
24. In cross-examination, Ms Amos was shown an earlier 2012 sworn statement signed by her in which she stated that she had seen the signing of the transfer by her father and Ms Pakoa. She accepted that her 2018 sworn statement in this proceeding had been translated and explained to her before she signed it correct, but she said the previous 2012 sworn statement had not been. She maintained the correct position to be that she had not witnessed the transfer being signed.
25. Ms Amos purported to tell me that her father was jubilant after the signing of the transfer as he was pleased to be getting VT 500,000; and that after he had gone off with Ms Pakoa and her then fiancé and returned with only an empty box he appeared to be disappointed, and Ms Amos attributed that to the fact that no money had been paid. I gave this evidence little weight. It was, at best, Ms Amos' opinion – at worst, it was a blatant attempt by her to bolster the claim.
26. It was put to Ms Amos that she was an unreliable, and biased witness – due to the enormous conflict between her two sworn statements, and due to the fact that she currently resides in the property in one room, and other members of her family occupy a further 5 rooms, she obviously has a vested interest. Ms Amos denied the suggestions, but unconvincingly.
27. I determined Ms Amos was not a reliable witness, and was prone to attempting to bolster the case. I did not accept most of what she told me.
28. Mark Robert, another sibling, testified for the defence. He is a biological son of David Kalsong who was adopted out to another family when young. He is unaware of his father wanting to transfer the lease title to Mr Manaon – that's what their mother apparently thought should occur. Mr Robert considered his father wanted to transfer the title to his favourite child, Ms Pakoa. At no time did he hear their father complain about not receiving VT 500,000 or being tricked by Ms Pakoa.
29. Mr Robert witnessed the incident when Mr Manaon assaulted Ms Pakoa – he said it was regarding Mr Manaon's demands that Ms Pakoa transfer the lease title to him, which she declined. He said that occurred twice in his presence.
30. Mr Robert is unaware that his father made a will. He doubted his father knew how to go about that, and he told me his father could read and understand English very well – the inference being that if he was to make a will, it would like not be in Bislama.
31. Mr Robert confirmed that Ms Pakoa took care of their father while he was sick towards the end of his life. He was asked about **Exhibit C** – the so-called will. His view was that the signature did not appear to be that of his father. He was also unaware of any division of the land into three portions; but confirmed that he lived on the land, as did both the claimants and their families.
32. Mr Robert was a good witness, unshaken in cross-examination. His motive for giving evidence was that he was tired of the dispute and wanted it over and done with. He appeared to no strong animosity against either party, but he was concerned about Mr Manaon's possible future conduct. The fact that much of his evidence was unchallenged assisted in my overall assessment that he was a reliable and honest witness.



33. Madeleine Manuari was yet another sibling. She told me it was their father's decision to give the lease title to Ms Pakoa. In her view, Ms Pakoa took much better care of their parents than any of the other children; and she confirmed that Ms Pakoa took care of her father when he was ill towards the end of his life.
34. Ms Manuari was present at a family meeting when 3 male siblings described Ms Pakoa as a prostitute and one who spoils family. Ms Pakoa was accused of having stolen the title from their father, and she was punched by two of her brothers, including Mr Manaon. Ms Pakoa left the property after that – as she'd been threatened as well.
35. Ms Manuari also told me that it was their mother's idea to transfer the lease title to Mr Manaon; and she was unaware that he father had made a will. When shown **Exhibit C**, she considered it did look like her father's signature.
36. I considered there was general consistency between her evidence and that of Mr Robert. She too was tired of the family dispute, and she also had concerns for her safety after giving her evidence. I accepted her as an honest and reliable witness.
37. Ms Pakoa had given 3 sworn statements which I was asked to consider. In the first she detailed the incident at which 2 of her brothers threatened and assaulted her as they believed she had obtained title by trickery/mistake and she declined to sign the paper they had prepared. She produced a medical certificate of her injuries from the assault – that demonstrated she had received red bruises on her back, swollen lips, red bruises on her nose and over her head; and recorded that she had a headache, dizziness and back ache. She also explained she was no longer to reside at the address, which cost her rent and caused her to also not be able to earn from sewing what she had previously achieved. She also accused Mr Manaon of chasing her handicapped son from the property, so he had to live with Ms Pakoa at alternative addresses. She further told me, that as things got more difficult for her, she went back and asked Mr Manaon to allow her back – but he declined.
38. In her second statement, which rather repeats much of what was in the first, Ms Pakoa said she'd gone back to ask to be able to return many times, but Mr Manaon refused as all the rooms were being occupied. She confirmed there was no trickery involved in the transfer, and that it had been done in the presence of Ms Amos. She maintained that even though her husband had wanted to pay some consideration, her father had declined the offer. In fact, just prior to his death, her father had given the other daughters VT 1,000 each, but he gave VT 50,000 to Ms Pakoa.
39. She confirmed that Mr Manaon called her names, such as prostitute, and that he has thrown other insults at her. She confirmed also that she has no knowledge of her father making a will.
40. In cross-examination Ms Pakoa confirmed that at one point she had instructed that the land be sold. She denied that Mr Manaon had been to see her to ask her to return to the land. She confirmed she was present when Ms Amos signed her 2009 sworn statement, and told me that it had been read and explained to Ms Amos before it was signed as correct.
41. Ms Pakoa agreed the transfer records consideration of VT 500,000, but that was never asked for or offered. She confirms no such amount has been paid. She also agreed that the signature on **Exhibit C** looks like that of her father.



42. Mr Daniels asked very few questions, but at my prodding also asked about some of the counter-claim aspects of the case. He put that Mr Manaon had assaulted her in 2008, but she denied that the initial approach was to ask her to return to the family home. Ms Pakoa denied her father had divided the land 3 ways prior to his death. She told me she did not return due to her safety concerns, but that she had asked for a Court order to go back and reside there alone – no order was ever made it seems. Ms Pakoa confirmed a family meeting had ended with her invited back, but when she tried she was told by Ms Amos that there was no room for her.
43. In re-examination she told me she felt she had risked her life to visit Mr Manaon at his place of work asking to be able to return – she was desperate as she had no money. He agreed but only in return for her signing the title over to him. She told me the VT 500,000 was not an agreement between her and her father, but between her and her ex-boyfriend. When asked why it wasn't paid, Ms Pakoa told me her father had said he did not need it: "You looked after me and I don't need it."
44. I asked a number of questions of Ms Pakoa. She told me I should declare the will as null and void and of no legal effect as it's not true. Her father had never told her about it. She sought VT 5 million in damages, and I asked her to quantify that. She replied it was rent and transport costs she'd had to pay while being disenfranchised. She was unable to justify VT 1million damages for her injuries. I was also concerned at her claim of sewing 10 dresses a day, which she would sell for a net profit of VT 800 each; but she denied there was any embellishment in that.
45. I asked her if she had at any stage learnt of her father wanting to divide the land into 3 portions – she said no. I asked her about the Application for Ministerial Consent, and she confirmed she had signed it, and that her father was seeking permission to divide the land 3 ways. When I asked to explain the obvious inconsistency, she told me: "Dad expected one building on the land, to be shared by the whole family. He said the land was too small, and there's 7 in the family." I asked if her father had expected her to build the house for all to share, she agreed. When I then asked why I was learning this for the first time right at the end of her evidence, and given that she had filed previous sworn statements, I was left with no answer.
46. Ms Pakoa's evidence was consistent in many areas with that of other witnesses. I felt she was a good and reliable witness. I accepted most of what she told me. However, I was greatly concerned by her last piece of evidence – and in particular why that was not earlier adverted to.
47. Ms Pakoa wanted to call a further witness, but unfortunately that proved impossible. In the absence of the witness, Ms Ferrieux-Patterson sought to rely on the sworn statement which had been previously filed. She relied on Rule 11.7 of the Civil Procedure Rules No. 49 of 2002, pointing out that under sub-rule (4) no written notice had been given of the desire to cross-examine the witness. Although Mr Daniels opposed the application, he really had little ammunition to work with. I accordingly allowed the application and ruled the statement admissible, but that the opinion evidence contained in the statement would be disregarded.
48. In his statement Mr Laelae stated that he was Ms Pakoa's former husband. One of the reasons he left Ms Pakoa was due to her family's treatment of him and of them as a couple. He was present when Mr Kalsong signed the transfer of the title. He suggested to Ms Pakoa that it was better if she gave VT 500,000 to her father, even though her father did not want or



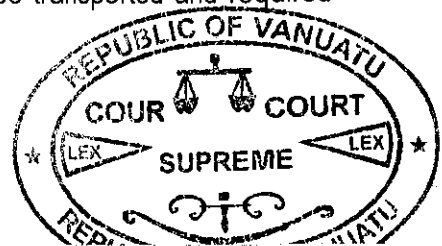
ask for anything in return for the transfer. Her father did not continually ask for the money. He had no knowledge of Mr Kalsong having made a will.

**D. Discussion**

49. The onus of proof is on the claimants. I am not satisfied they have established their case of trickery/fraud on the balance of probabilities.
50. There are numerous other explanations why the lease title was transferred to Ms Pakoa. The fact that a consideration figure is written on the transfer is not evidence that in fact such consideration has been given or was required. Further, I accept the evidence that Ms Pakoa was the one family member who looked after the patriarch in the latter stages of his life when he was unwell and needed care. That fact, coupled with the fact that (i) she was her father's favourite and (ii) Mr Manaon was a bully who expected that the land would be devolved to him on his father's passing as it was his birth-right; but had demonstrated, by his threats, actual violence and unwarranted demands on more than one occasion, his unsuitability to inherit and manage the family affairs in a manner fair to all, makes it relatively easy for me to determine that the transfer by their father to Ms Pakoa was entirely *bona fides*.
51. As earlier discussed, I do not accept that **Exhibit C** is a valid will or even a document setting out Mr Kalsong's intentions or state of mind. I am very dubious of the signature. However, what is more of a difficulty is the so-called witnessing of the "testator's" signature, which is improper and unacceptable. Whoever typed out the document could have given evidence regarding the provenance of the document – such evidence is entirely lacking. The content of the document is at odds with the large body of evidence which I accept to the effect that Mr Kalsong transferred his lease title to Ms Pakoa willingly and without any improper pressure or inducement. I do not accept the allegation of fraud on Ms Pakoa's part.
52. The claimants sought orders to the effect that Ms Pakoa had obtained title by means of "fraud and mistake" – I reject both those contentions due to a lack of proof of those matters. It follows that the second order sought, the removal of Ms Pakoa's name from the title, simply cannot be made. The third order sought is to require the Second and Third Defendants to register a transfer of the title to Mr Manaon – that order also is not appropriate.
53. The claimants' claim fails in all aspects.

**E. The Counter-Claim**

54. Ms Pakoa told me she'd been chased off her own land in 2009, and that she has had to reside elsewhere since then at a cost to her, not only in terms of rent and transport, but also in lost employment opportunities. She told me she had asked family members to pay her rent for their occupancy of her land, so that she could pay the costs of the lease, but they all refused.
55. Ms Pakoa gave rather vague evidence about the various tenancies she has occupied since 2009 and what rent she had to pay. She used to sew dresses, 10 a day, at a net profit of VT 800 per dress. However, this form of income was taken away from her when she was driven from her home, as the machines she operated could not easily be transported and required





some space which was not always available at her rental abodes. Also, she had transport issues, and additional costs due to this – the family plot is extremely handy, close to town.

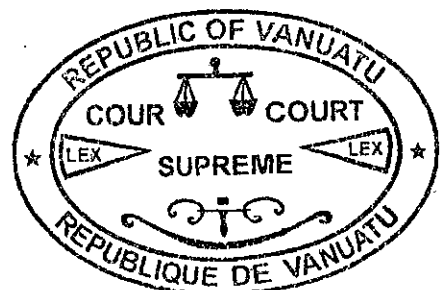
56. Ms Pakoa sought a number of orders in her counter-claim, namely:

- (i) An order evicting the claimants and their agents;
- (ii) An order preventing the claimants and their agents threatening, obstructing, assaulting and intimidating her and her agents;
- (iii) An order restraining the claimants and their agents from disturbing, obstructing, assaulting, and/or threatening her and her agents;
- (iv) An order declaring the will null and void and of no legal effect;
- (v) VT 5 million in damages;
- (vi) VT 275,000 recompense for rent paid by her to others between 2009 and the present;
- (vii) VT 3,010,000 rent due to Ms Pakoa for the families' occupation of the property from 2009 to the present at VT 35,000 per month;
- (viii) VT 1 million damages for Mr Manaon's assaults and injury to her; and
- (ix) VT 2,184,000 loss of income.

57. It is fair to say, that cross-examination of Ms Pakoa in relation to her counter-claim was brief and not very helpful to determine the issues – hence the number of questions put by the bench.

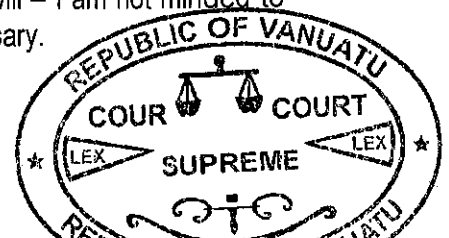
58. Apart from a Defence to the Counter-Claim being filed, there was no evidence in support filed by either of the Claimants – and neither did they give relevant evidence to gainsay Ms Pakoa's allegations, save in some answers to cross-examination.

59. The net result is that the Court is faced with evidence by the counter-claimant, which went relatively unchallenged, and with no evidence casting a different light to compare her evidence to. Indeed, there was a general acceptance of Ms Pakoa's grievances – that she was assaulted, driven away from the family home and forced to reside elsewhere. The purpose of Mr Manaon's approaches to Ms Pakoa was put in issue, and it was raised that Ms Pakoa was invited back – but there is an admission to the 2009 assault and impliedly to the fact that Ms Pakoa resided elsewhere thereafter, with the necessary cost implications flowing.



F. Result

60. Ms Pakoa belatedly told me that her father's expectation was that she would house the entire family on the land. That is confirmed, to an extent, by the Application for a Ministerial Consent which was to the effect that 3 member of the family would become the title-holders if implemented – and remarkably, also by the assertions of Mr Manaon that the father had divided up the property in his mind into 3 portions.
61. One of the remedies Ms Pakoa seeks is an order for the eviction of all other family members from the land – if that is granted it will be contrary to her father's wishes and extremely disruptive to the living arrangements for a large number of Ms Pakoa's relatives.
62. Coupled with that, Ms Pakoa seeks prevention and restraining orders. In the circumstances, they appear to be sensible, if the upheavals sought are to be ordered. I have serious doubts however, how effective such orders will be. At present Ms Pakoa and 2 of her siblings are fearful of repercussions. If the order for eviction is made, then the risk of repercussions is greatly enhanced in my view. Indeed, if the eviction order is made, I have grave fears of violence between family members leading to really serious consequences.
63. On the other hand, Ms Pakoa is entitled to reside on her own property, and to enjoy quiet possession of it. If forced to accommodate her, what risk then of the remainder of the family reacting adversely to her presence? Further, is it fair of the Court to require Ms Pakoa to quell her fears and to live peacefully in the company of at least one abusive and previously violent towards her family member, and many others who are supportive of him?
64. This quandary is precisely why at the very commencement of this hearing I beseeched the parties to attempt to find a solution themselves.
65. They declined, almost immediately, and wanted the Court to decide the issues.
66. Having now set out a number of conclusions especially in relation to the claims made by Mr Manaon and Ms Amos, and in the paragraphs to come, set out some further orders the Court is likely to make in relation to the counter-claim, I wonder if one last chance ought to be afforded to the entire family to see if a resolution can be reached amicably and by agreement. **I direct that this matter is to be further dealt with the Master by way of mediation. There will be a conference with the Master at 9.30am on 4 September 2018 to set a date and time for the mediation.**
67. Looking at the counter-claims, I make the following observations:
- (i) I am not inclined to grant an eviction order – but if all fails, that may be the only possible way forward.
  - (ii) and (iii) I am minded to make orders designed to keep the peace between family members – and what those orders will comprise will very much depend on whether resolution is achieved or not.
  - (iv) I have already dealt with my observations regarding the will – I am not minded to go any further with a declaration or order, as it is unnecessary.



(v) Ms Pakoa is entitled to be compensated for:

- the treatment meted out to her by Mr Manaon,
- the rent she has paid while the family continued to reside on her land,
- loss of income (but not to the extent claimed),
- loss of rent income by the family not paying Ms Pakoa for residing on the land – I would hope that a reasonable compromise could be reached as to the amount, given the father's wishes, and
- an amount of damages due to the protracted nature of the dispute.

68. I would like to think that the parties are now better placed to try and resolve matters. If, however, mediation does not achieve a resolution with which all the parties can agree, then I shall make the orders that I have indicated I consider to be appropriate. Such orders will result in payments having to be made to Ms Pakoa, as indicated; and I will put figures on those sums if they cannot be agreed.

69. Ms Pakoa is also entitled to costs. If there is no agreement between counsel, then they are to be taxed.

70. The Master is of course invited to remit this case back to me following the mediation, with her report, so that I can perfect the orders I have indicated.

Dated at Port Vila this 30<sup>th</sup> day of August 2018  
BY THE COURT

