

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

Civil
Case No. 22/2807 SC/CIVL

BETWEEN: PLANTATIONS RUSSET DU VANUATU LIMITED
Claimant

AND: DIEGO WEASETS
First Defendant

AND: JEAN BONGLIEU, PATRICK APU, MARCELA
APU, EVELYNE BONG, JESSICA ROMONE,
JOACKIM ROMONE, YVES ROMONE, CHARLIE
WORWOR, CINDY WORWOR, JULES TINTIN,
ELIETTE ANDREW, JOHN HOLI, REGINA
MALOK, MARIE HANSEN, JACK WORWOR,
SAKSAK WORWOR, KARINA KELEP, LOUISE
KELEP, JOHN LESNAWON, ROBSAN MAKIE,
APOTO WORWOR, FANNIE WORWOR, ENRICK
MAHIT, LESLEY ULAS, ANDREW ULAS, EMMA
ALPHONSE, REBCCA MAUSU, KIKI MAUSU,
RENJO APU, CECILIA BARNABAS, MARTHA
TEMAKON AND RAOUL NEMTENMAL
Second Defendants

Before: Hon. Justice EP Goldsbrough

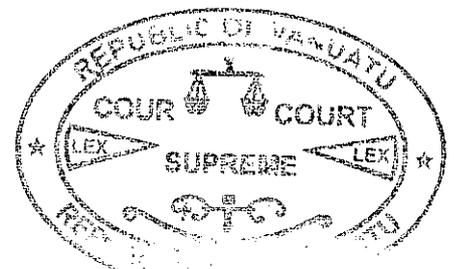
In Attendance: Motuliki S for the Claimant
Macreveth E for the Defendants

Date of Hearing: 18th November 2024

Date of Judgment: 17th November 2025

JUDGMENT

1. A trial took place on an amended claim filed 11 January 2024 brought by Plantation Russet du Vanuatu (the Claimant) against Diego Weasets (the 1st Defendant) and 34 other defendants (the 2nd Defendants) whose names appear in the heading above. The amended claim seeks orders for eviction, restrictions on returning and costs. To the extent that the amended claim seeks order against families, relatives, servants and friends who are not named, the claim cannot proceed. Only named adults and their dependents under 18 years of age may be affected by an order of the Supreme Court, whatever the outcome of this trial.

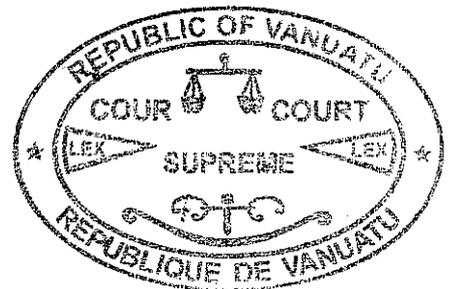


Background

2. In 2007, the claimant acquired lease title 09/0622/003 of Bushman Bay, Norsup, Malekula. They were granted vacant possession. The claimant is involved in cattle farming, and copra and cocoa production. The 1st defendant has built a residential structure and has planted crops without the consent of the claimant. The 2nd defendants are former employees of the claimant.
3. In issue in this trial is whether the 1st defendant has a valid and subsisting agreement with the previous lessor granting him the right to occupy the land, and also that the 1st defendant had been in occupation since before Independence. The 2nd defendants assert that their termination of employment was unlawful when they were terminated after refusing to sign a contract of employment with the claimant, that they had been brought to the land by a previous employer and now have no alternative places to live.

The evidence

4. For the claimant, evidence came from David Russet in sworn statements filed 28 June 2023, 15 March 2024, 22 July 2024 and of Peter Tufale filed 6 October 2022. Peter Tufalo is the farm manager who dealt with the 2nd defendants as their former employer.
5. For the defendants, from Diego Weasets, a sworn statement filed 28 March 2024 and one later statement awaiting filing at the time of trial, filed on 15 November 2024. There was no objection taken to the admission of that statement.
6. David Russet Give evidence that he is the managing partner of the claimant which was incorporated in 2007. In March 2007 the claimant purchased a lease from Plantation Reunies du Vanuatu Limited. He further testified that he employed Petelo Tufale as his farm manager. The farm manager reports directly to him. He said that it was after the claimant purchased the farm that the first defendant moved on to the property unclaimed he was the land owner. He entered into negotiations with the first claimant with a view to him leaving the land. That he said did not go well.
7. After having a professional survey undertaken which showed that the first defendant was inside his boundary it was confirmed that the first defendant and his family were in fact squatting inside the leasehold title.



8. As to the second defendants he described them as former employees who had been terminated and who had all been paid all of their entitlements. He described the difficulty caused by them remaining in the former accommodation. He referred to the squatters use of water without payment of hunting on the land disturbing cattle and consuming coconuts and other fruits and vegetables produced on the farm. He confirms that the farm employs 54 permanent workers and 30 part time workers and the difficulty of hiring new employees whilst the former employees remain on the property.
9. He described how when the farm was purchased there was no one squatting on the land about a year after the purchase he first noticed a simple shelter that had been erected. On purchase, no such structure existed which he could confirm having inspected the land himself. He met with the first defendant and says that the first defendant promised to leave but never did. He received a letter from a relative of the first defendant in support of the notion that the first defendant should be evicted.
10. In cross examination, he said that before executing the lease he checked the land for occupiers. He repeated that he only saw the shelter in 2008, one year later. He detailed the attempts to try and resolve the situation with the first defendant. He said that his proposal was based on the assertion that the first defendant was a custom owner, but when he discovered he was not a customer owner, he backed off. Finally, he emphasised the need to make sure there were no squatters at the time of purchase because through experience he knew removing them to be an expensive exercise. So imagine inspection he made inquiries of the previous farm manager and the previous owners and no evidence of squatters was found.
11. The evidence of Petelo Tufale comes from his two sworn statements. One of them is no more than proof of service of the claim. In his remaining statement he described that he'd been the farm manager for the past 14 years. He described the numerous houses built to cater for employees during their employment. He gave evidence that those former employees whose contracts were either terminated or not renewed had had all of their benefits at the end of their term of contracts such as severance, holiday pay and other entitlements had been paid up to date. He gave evidence that all terminated employees had been informed by him in person that they must vacate the property within a period of time.
12. As they refused to move off the property he described them now as squatters refusing to quit the premises and continuously trespassing on the property of the farm, consuming water, stealing

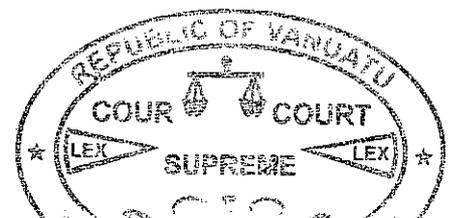


coconuts and other fruit from the farm. He described how the first defendant had attempted to build a small shelter and now had built a house he exhibited pictures of the dwelling house. He was not cross examined on his evidence.

13. Evidence in chief for the first defendant is contained in his statement filed on the 28th of March 2024 in that statement he says that the former leaseholders agreed that he and his family may continue to occupy the land and that following that agreement he had been occupying the land prior to independence he said he moved into the area in 1997 cultivated the land planting coconut trees and fruit trees and gardening. A confirmed in 2010 the farm manager of the claimant negotiated with him concerning damage caused by the claimants cattle to his property saying that he had always been respected as custom owners of the land and had never previously been treated as trespassers.
14. In his further sworn statement he described how he was the son of Pierre Wersets, a customary claimant to the land. He repeated that he moved into the area in 1997 when he cultivated coconuts and fruit trees, that he had been approached by the claimant about his occupation of the land and that he had refused to move out.
15. He was cross examined. He agreed that there was no final decision as to customer ownership of the land, that the matter was still pending awaiting a decision of the Supreme Court but that previous lessees had allowed him to occupy part of the leased land by verbal agreement he confirmed that he built his semi permanent house not in 1997 but after that time and insisted that he had been living on this land prior to 2007.
16. In his view evidence from the claimant was false because he had already built his house he said prior to 2008. He again asserted that his right to occupy the leased land was not through custom ownership but through a verbal agreement with the previous lessee.
17. No evidence was put forward on the part of the second defendants.

Discussion

18. As far as the second defendants are concerned, given that they produced no evidence explaining their occupation or even denying their occupation of the claimants land no disputing termination with the payment of all their entitlements, little discussion is required. On the evidence there only right to occupation was derived through their employment which has now been terminated. There

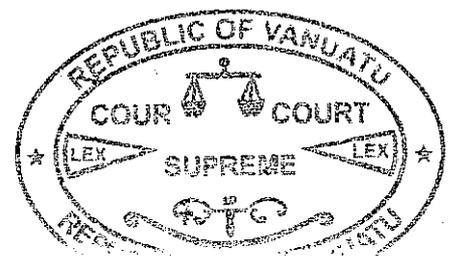


is evidence that it was terminated with the payment of benefits and that a request has been made for them to vacate the premises as could be expected.

19. As to the first defendant, it comes down to a question of which evidence the court accepts as true. The first defendant produces no evidence other than his own of what he describes as the verbal agreement between him and the previous lessee. On behalf of the claimant both witnesses gave evidence of the 2007 position and the subsequent building by the 1st defendant of a shelter and a semi permanent home.
20. The first defendant, according to the evidence, told people he was on the land because he was a custom owner the member of the land claimant family. That's assertion changed into reliance on an agreement to occupy the land not on any claim of customary ownership. These competing versions can be found in the defence filed by the 1st defendant. In that defence he says he is not a trespasser as his family is a claimant of the land and he has been occupying it or they have been occupying it since 1983. In the same document he asserts permission came from previous lessee.
21. Taking all the evidence into account and on the balance of probabilities I find that the claimants did indeed inspect the land prior to executing the new lease as evidenced by the managing partner and supported by the farm manager. They knew the consequences of failing to inspect no doubt through previous experience. I do not accept the evidence of the first defendant that he had a verbal agreement to occupy the land no do I accept that he was in actual occupation in 2007. I find on the balance of probabilities that he went into occupation after 2007. That finding is based on the preponderance of the evidence.

Decision

22. The claim as amended is successful and orders are made accordingly. An order is made evicting each and everyone of the 1st and 2nd defendants and the dependents who are under 18 years of age from the property. A further order is made restricting the same people from re entering or trespassing on the same property.
23. An order is made that the first defendant pays the costs over and incidental to the claim against him. No submissions were made by council as to the quantum and therefore the order for costs is that the costs be agreed or assessed. In the circumstances of the former employees I make no order as to costs against them.



24. Counsel for the claimant is required to take out the orders set out above so that they may be served on those affected by them. Enforcement of the orders will only become possible after service. Counsel may consider individual orders to assist in their service and execution.

Dated at Port Vila this 17th day of November 2025

BY THE COURT

EP Goldsbrough

Hon. Justice EP Goldsbrough

