IN THE HIGH COURT OF FIJI
WESTERN DIVISION
AT LAUTOKA

[CIVIL JURISDICTION]

Civil Action No. HBC 29 of 2014

BETWEEN : **SMITHFIELD LIMITED** a limited liability company with registered office at P O Box 1042, Lautoka

1st PLAINTIFF

A N D : **LATROBE LiMITED** (Trading as Safe Landing Resort) a duly incorporated company having its registered office at Votualevu, Nadi, Fiji.

2nd PLAINTIFF

A N D : **CAVACOLA COMPANY LIMITED** a duly incorporated company having its registered office at lot 13, Ladrusa Sub-division, Votualevu, Nadi.

1st DEFENDANT

A N D : **TEVITA VOLAVOLA** and **NAI DAUNABOU** both of Koromakawa, Nacula, Director and Hotel Worker respectively.

2nd DEFENDANT

A N D : **iTAUKEI LAND TRUST BOARD** a statutory body duly constituted under the iTaukei Land Trust Act.

3rd DEFENDANT

Before : Master U.L. Mohamed Azhar

Counsels: Mr. Wassu Pillay for the Plaintiff
Mr. Saimoni Nacolawa for the 1st & 2nd Defendants
No Appearance for the 3rd Defendant

Date of Ruling: 10th September 2018

RULING

(Striking out under Or.18, r.18)

01. Before me are two summonses filed by the plaintiffs and the 1st and 2nd defendants jointly pursuant to Order 18 rule 18 of the High Court Rules and the inherent jurisdiction of this court. Whilst the plaintiffs brought their summons under Order 18 rule 18 (1) (a) alleging that, the counter claim of the first and second defendants discloses no reasonable cause of action or claim, the defendants based their summons under all sub rules (1) (a), (b), (c) and (d) claiming that, (a) the plaintiffs' claim discloses no reasonable cause of action, (b)

it is scandalous, frivolous or vexatious, (c) it may prejudice, embarrass or delay the fair trial of the action and (d) it is otherwise an abuse of the process of the court. The plaintiffs filed their summons on 30.03.2016 and the first and second defendants jointly filed their summons on 17.05.2016. Since no evidence required for summons filed by the plaintiff, the parties filed their affidavits for and against the summons filed by the first and second defendants and both summonses were taken up together for hearing. At the hearing, both counsels agreed to dispose both summonses by way of written submission without oral argument and thereafter, they filed their respective submissions accordingly.

02. The brief history of this case is that, the plaintiff took out the writ from this registry on 04.03.2014 against all the defendants and served it on them. In the meantime, the plaintiff sought some injunctive reliefs and filed the Ex-Parte Notice of Motion too with the writ. However, it was made Inter-Parte and heard by a judge at that time and the ruling was delivered on 03.04.2014. The court refused the injunctions sought by the plaintiffs. On the other hand, the first and second defendants, upon receiving the writ filed their acknowledgement of service and immediately filed the statement of defence with their counter claim on 19.03.2014. However, the plaintiff failed to file the reply to defence and defence to counter claim within the time prescribed by the rules. The first and second defendants then, sealed the interlocutory judgment, on 12.09.2014 against the plaintiff in respect of the counter-claim for default of defence to counter-claim.

03. After a year and a month, i.e. on 19.10.2015, the plaintiffs' new solicitors filed their appointment and the notice of intention to proceed. Thereafter on 03.11.2015, the plaintiffs filed the summons and applied for stay of execution of default judgment and sought unconditional leave to file the reply to defence and defence to counter-claim with the prayer to set aside the said default judgment. Though the first and second defendant filed their affidavit in opposition of said summons filed by the plaintiffs for stay and setting aside the default judgment, there was no appearance for them on 17.03.2016. Therefore, the court unconditionally set aside the default judgment and allowed the plaintiffs to file the reply to defence and defence to counter claim. The plaintiffs without filling its reply as ordered by the court, filed the summons on 30.03.2016 under Order 18 rule 18 (1) (a) seeking to strike out the counter-claim of the first and second defendants. This was followed by the summons filed by the first and second defendants under the same rule. Eventually, two summonses are before the court for determination. It would be expedient to discuss the law on striking out before analyzing the claims of the parties against each other.

04. The law on striking out the pleadings is well settled. The Order 18 rule 18 of the High Court Rule gives the discretionary power to strike out the proceedings for the reasons mentioned therein. The said rule reads:

> *18 (1) The Court **may** at any stage of the proceedings **order to be struck out or amend** any pleading or the indorsement of any writ in the action, or anything in any pleading or in the indorsement, on the ground that-*
>
> *(a) It discloses no reasonable cause of action or defence, as the case may be; or*
> *(b) It is scandalous, frivolous or vexatious; or*

(c) It may prejudice, embarrass or delay the fair trial of the action; or

(d) It is otherwise an abuse of the process of the court;

and may order the action to be stayed or dismissed or judgment to be entered accordingly, as the case may be.

(2) No evidence shall be admissible on an application under paragraph (1)(a).

(3) This rule shall, so far as applicable, apply to an originating summons and a petition as if the summons or petition, as the case may be, were a pleading (emphasis added)

05. At a glance, this rule gives two basic messages and both are salutary for the interest of justice, and encourages the access to justice which should not be denied by the glib use of summery procedure of pre-emptory striking out. Firstly, the power given under this rule is *permissive* which is indicated in the word *"may"* used at the beginning of this rule as opposed to *mandatory*. It is a *"may do"* provision contrary to *"must do"* provision. Secondly, even though the court is satisfied on any of those grounds mentioned in that rule, the proceedings should not ***necessarily*** be struck out as the court can, still, order for amendment. In **Carl Zeiss Stiftung v Rayner & Keeler Ltd** (No 3) [1970] Ch. 506, it was held that the power given to strike out any pleading or any part of a pleading under this rule is not mandatory but permissive, and confers a discretionary jurisdiction to be exercised having regard to the quality and all the circumstances relating to the offending plea. **Marsack J.A.** giving concurring judgment of the Court of Appeal in **Attorney General v. Halka** [1972] FJLawRp 35; [1972] 18 FLR 210 (3 November 1972) held that:

> *"Following the decisions cited in the judgments of the Vice President and of the Judge of the Court below I think it is definitely established that the jurisdiction to strike out proceedings under Order 18 Rule 19 should be very sparingly exercised, and only in exceptional cases. It should not be so exercised where legal questions of importance and difficulty are raised".*

06. The first ground of the said rule is the absence of reasonable cause of action or defence as the case may be. No evidence is admissible for this ground for the obvious reason that, the court can come to a conclusion of absence of a reasonable cause of action or defence merely on the pleadings itself, without any extraneous evidence. His Lordship the Chief Justice A.H.C.T. Gates (as His Lordship then was) in **Razak v. Fiji Sugar Corporation Ltd** [2005] FJHC 720; HBC208.1998L (23 February 2005) held that:

> *"To establish that the pleadings disclose no reasonable cause of action, regard cannot be had to any affidavit material [Order 18 r.18(2)]. It is the allegations in the pleadings alone that are to be examined: Republic of Peru v Peruvian Guano Company (1887) 36 Ch.D 489 at p.498".*

07. Citing several authorities, Halsbury's Laws of England (4th Edition) in volume 37 at para 18 and page 24, defines the reasonable cause of action as follows:

"A reasonable cause of action means a cause of action with some chance of success, when only the allegations in the statement of case are considered" Drummond-Jackson v British Medical Association [1970] 1 ALL ER 1094 at 1101, [1970] 1 WLR 688 at 696, CA, per Lord Pearson. See also Republic of Peru v Peruvian Guano Co. (1887) 36 ChD 489 at 495 per Chitty J; Hubbuck & Sons Ltd v Wilkinson, Heywood and Clark Ltd [1899] 1 QB 86 at 90,91, CA, per Lindley MR; Hanratty v Lord Butler of Saffron Walden (1971) 115 Sol Jo 386, CA.

08. Given the discretionary power the court possesses to strike out under this rule, it cannot strike out an action for the reasons it is weak or the plaintiff is unlikely to succeed, rather it should obviously be unsustainable. His Lordship the Chief Justice A.H.C.T. Gates in **Razak v. Fiji Sugar Corporation Ltd** (supra) held that:

"The power to strike out is a summary power "which should be exercised only in plain and obvious cases", where the cause of action was "plainly unsustainable"; Drummond-Jackson at p.1101b; A-G of the Duchy of Lancaster v London and NW Railway Company [1892] 3 Ch. 274 at p.277."

09. It was held in **Ratumaiyale v Native Land Trust Board** [2000] FJLawRp 66; [2000] 1 FLR 284 (17 November 2000) that:

*"It is clear from the authorities that the Court's jurisdiction to strike out on the grounds of no reasonable cause of action is to be used sparingly and only where a cause of action is obviously unsustainable. It was not enough to argue that a case is weak and unlikely to succeed, it must be shown that no cause of action exists (**A-G v Shiu Prasad Halka** [1972] 18 FLR 210; **Bavadra v Attorney-General** [1987] 3 PLR 95. The principles applicable were succinctly dealt by Justice Kirby in **London v Commonwealth [No 2]** 70 ALJR 541 at 544 - 545. These are worth repeating in full:*

1. *It is a serious matter to deprive a person of access to the courts of law for it is there that the rule of law is upheld, including against Government and other powerful interests. This is why relief, whether under O 26 r 18 or in the inherent jurisdiction of the Court, is rarely and sparingly provided (**General Street Industries Inc v Commissioner for Railways (NSW)** [1964] HCA 69; (1964) 112 CLR 125 at 128f; **Dyson v Attorney-General** [1911] 1 KB 410 at 418).*

2. *To secure such relief, the party seeking it must show that it is clear, on the face of the opponent's documents, that the opponent lacks a reasonable cause of action (**Munnings v Australian Government Solicitor** (1994) 68 ALJR 169 at 171f, per Dawson J.) or is advancing a claim that is clearly frivolous or vexatious; (**Dey v. Victorian Railways Commissioners** [1949] HCA 1; (1949) 78 CLR 62 at 91).*

3. *An opinion of the Court that a case appears weak and such that it is unlikely to succeed is not alone, sufficient to warrant summary termination. (**Coe v The Commonwealth** (1979) 53 ALJR 403; (1992) 30 NSWLR 1 at 5-7). Even a weak case is entitled to the time of a court. Experience reaches that the concentration of attention, elaborated evidence and argument and extended time for reflection will sometimes turn an apparently unpromising cause into a successful judgment.*

4. *Summary relief of the kind provided for by O 26, r 18, for absence of a reasonable cause of action, is not a substitute for proceeding by way of demurrer. (**Coe v The Commonwealth**(1979) 53 ALJR 403 at 409). If there is a serious legal question to be determined, it should ordinarily be determined at a trial for the proof of facts may sometimes assist the judicial mind to understand and apply the law that is invoked and to do so in circumstances more conducive to deciding a real case involving actual litigants rather than one determined on imagined or assumed facts.*

5. *If notwithstanding the defects of pleadings, it appears that a party may have a reasonable cause of action which it has failed to put in proper form, a court will ordinarily allow that party to reframe its pleadings. (**Church of Scientology v Woodward** [1982] HCA 78; (1980) 154 CLR 25 at 79). A question has arisen as to whether O 26 r 18 applies only part of a pleading. (**Northern Land Council v The Commonwealth** (1986) 161 CLR 1 at 8). However, it is unnecessary in this case to consider that question because the Commonwealth's attack was upon the entirety of Mr. Lindon's statement of claim; and*

6. *The guiding principle is, as stated in O 26, r 18(2), doing what is just. If it is clear that proceedings within the concept of the pleading under scrutiny are doomed to fail, the Court should dismiss the action to protect the defendant from being further troubled, to save the plaintiff from further costs and disappointment and to relieve the Court of the burden of further wasted time which could be devoted to the determination of claims which have legal merit".*

10. There is no much cases which deals with the other part of first ground that is the absence of the defence, as the said sub rule states '*It discloses no reasonable cause of action or **defence**, as the case may be'*. The reasons being that, if there is no defence, generally the plaintiffs will seek to enter the summary judgement under Oder 14, rather than seeking relief under Oder 18 rule 18 to strike out the defence. In any event, if there is any such application to strike out any pleading for not disclosing a *defence,* the courts can adopt the meaning given by Sir Roger Ormond in **Alpine Bulk Transport Co. v. Saudi Shipping Co. Inc** (1986) 2 Lloyd's Rep, 221 for the *'defence'* which is *"a real prospect of success"* and " *carry some degree of conviction*". Thus, the court must from a provisional view of the probable outcome of the action.

11. The rule also empowers the court to exercise its discretion to strike out any pleadings or claim if the same is scandalous, frivolous or vexatious. If the pleadings contain the

degrading charges which are totally irrelevant or if there are unnecessary details included in the pleading in relation to the charge which is otherwise relevant to the claim, then such pleadings and claim are scandalous. The **White Book** in Volume 1 (1987 Edition) at para 18/19/14 states that:

> *"Allegations of dishonesty and outrageous conduct, etc., are not scandalous, if relevant to the issue (Everett v Prythergch (1841) 12 Sim. 363; Rubery v Grant (1872) L. R. 13 Eq. 443). "The mere fact that these paragraphs state a scandalous fact does not make them scandalous" (per Brett L.J. in Millington v Loring (1881) 6 Q.B.D 190, p. 196). But if degrading charges be made which are irrelevant, or if, though the charge be relevant, unnecessary details are given, the pleading becomes scandalous (Blake v Albion Assurance Society (1876) 45 L.J.C.P. 663)".*

12. On the other hand, if the action is filed without serious purpose and having no use, but intended to annoy or harass the other party, it is frivolous and vexatious. Roden J in **Attorney General v Wentworth** (1988) 14 NSWLR 481, said at 491 that:

> *1. Proceedings are vexatious if they instituted with the intention of annoying or embarrassing the person against whom they are brought.*
>
> *2. They are vexatious if they are brought for collateral purposes, and not for the purpose of having the court adjudicate on the issues to which they give rise.*
>
> *3. They are also properly to be regarded as vexatious if, irrespective of the motive of the litigant, they are so obviously untenable or manifestly groundless as to be utterly hopeless.*

13. The fair trial is fundamental to the rule of law and to democracy itself. The right to fair trial applies to both criminal and civil cases, and it is absolute which cannot be limited. It requires a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law. Thus the courts are vested with the power to strike out any such proceeding or claim which is detrimental to or delays the fair trial. Likewise, the rule of law and the natural justice require that, every person has access to the justice and has fundamental right to have their disputes determined by an independent and impartial court or tribunal. However, this access should be used with the good faith and the motive untainted with malice. If any action is prosecuted with the ulterior purposes or the machinery of the court is used as a mean of vexatious or oppression, it is abuse of process. Likewise the subsequent action after dismissal of previous action too is abuse of process. The courts have inherent power to combat any form of such abuse.

14. Halsbury's Laws of England (4th Ed) Vol. 37 explains the abuse of process in para 434 which reads:

> *"An abuse of the process of the court arises where its process is used, not in good faith and for proper purposes, but as a means of vexation or*

oppression or for ulterior purposes, or more simply, where the process is misused. In such a case, even if the pleading or endorsement does not offend any of the other specified grounds for striking out, the facts may show that it constitutes an abuse of the process of the court, and on this ground the court may be justified in striking out the whole pleading or endorsement or any offending part of it. Even where a party strictly complies with the literal terms of the rules of court, yet if he acts with an ulterior motive to the prejudice of the opposite party, he may be guilty of abuse of process, and where subsequent events render what was originally a maintainable action one which becomes inevitably doomed to failure, the action may be dismissed as an abuse of the process of the court."

15. His Lordship the Chief Justice A.H.C.T. Gates in **Razak v Fiji Sugar Corporation Ltd** (supra) held that:

> *"It would be an abuse of process for the plaintiff to bring a second action for the same cause of action after disobedience of peremptory orders had resulted in the dismissal of the first action: Janov v Morris [1981] 3 All ER 780. It is said the process is misused thereby. Re-litigating a question, even though the matter is not strictly res judicata has been held to be an abuse of process: Stephenson v Garnett [1898] 1 QB 677 CA. In that case the suitor was the same person and he sought to re-open a matter already decided against him".*

16. In the case of **Goldsmith v Sperrings Ltd [1977] 2 All ER 566**, Lord Denning said as follows at 574:

> *"In a civilized society, legal process is the machinery for keeping order and doing justice. It can be used properly or it can be abused. It is used properly when it is invoked for the vindication of men's rights or the enforcement of just claims. It is abuse when it is diverted from its true course so as to serve extortion or oppression; or to exert pressure so as to achieve an improper end. When it is so abused, it is a tort, a wrong known to the law. The judges can and will intervene to stop it. They will stay the legal process, if they can, before any harm is done. If they cannot stop it in time, and harm is done, they will give damages against the wrongdoer".*

17. As discussed above, the rule provides for the permissive discretion to the courts to strike out the claim or proceedings for the above grounds as opposed to the mandatory power. It should be very sparingly exercised, and only in exceptional cases. It should not be so exercised where legal questions of importance and difficulty are raised. It would always be preferable to allow the amendment instead of striking out, unless the interest of justice requires the striking out. Bearing the above position of law in mind, I now turn to discuss the claims of the parties to decide whether to strike out the action of the plaintiff or the counter-claim of the first and second defendants, or to dismiss the both summonses filed by them.

18. The plaintiffs pleaded three causes of action against all the defendants, though the pleadings are very much confusing. The first two causes of actions, which are against the first and second defendants, are based on two separate joint venture agreements the first plaintiff entered into with the first and second defendants. The third cause of action is against the third defendant and based on the claim that, the latter had a duty of care towards the plaintiffs and it breached the same causing damages to the plaintiffs. The plaintiffs claim that, the first plaintiff entered into a joint venture agreement on 03.03.2008 with the first defendant and by virtue of the said agreement, the first plaintiff was to renovate and re-build the Resort called "Safe Landing Resort" (the Resort) and the first defendant was to sublease the land on which the said Resort was located to the second plaintiff on the minimal rental of $ 1.00 per day. The plaintiffs further claimed that, relying on the said agreement and the covenants of the first defendants, the first plaintiff renovated the said resort and it was opened on or about September 2008 after huge investment by the first plaintiff. The first plaintiff stood to lose investment requirements of $ 600,000.00 if the first defendant had failed to get all the relevant consent and issue a sublease to second plaintiff.

19. The plaintiffs further claimed that, due to the breach of covenants by the first defendant, the consent given by the third defendant in June 2011 for the sub-lease to the second plaintiff expired in September 2011 and the first plaintiff was not able to register the sub-lease to the second plaintiff. Therefore, the plaintiffs sought damages for the alleged breach of the agreement and the consequential loss incurred to them. The second cause of action pleaded by the plaintiffs is against both the first and second defendants for the forceful takeover of the management of the Resort on 25.02.2014. The plaintiffs further pleaded that, under and by virtue of the Management Agreement dated 03.12.2010 and the discussion among the plaintiffs, first defendant and the first named second defendants, the first plaintiff to manage the Resort. For this purpose, the first plaintiff incurred operational cost by hiring an Acting Manager for the Resort and making payments to the first named second defendant, third defendant and Fiji Revenue and Customs Authority. However, the first and second defendants forcefully took over the management of the Resort in violation of the said Management Agreement and the understanding among them.

20. On the other hand, the first and second defendants denied the allegations of the plaintiffs and stated in their statement of defence that, the sub-lease couldn't have been issued as the lease proper was to be completed first. Answering the allegation of forceful takeover of management of the Resort, the first and second defendants stated that, second defendants are married couple and owners of the first defendant company and first Defendant Company was trading as "Safe Landing Resort" a name which was illegally used by second plaintiff. Furthermore, the second defendants did not receive any financial benefits from the operation of the Resort for 5 years and they exercised their right of ownership of the Resort. The second defendants also claim that, the plaintiffs made some misrepresentations and unjustly enriched by operating the Resort in detriment to the interest of the first and second defendants. Thus, the counter-claim of the first and second defendants was for the alleged unjust enrichment by the plaintiffs from 2008 to 2014. They claimed 70% of the earnings of the Resort from 2008 to February 2014 together with the damages for misrepresentation in relation to the operation of the Resort.

21. The counsel for the plaintiffs, in support of his client's summons for striking out of counter-claim of the first and second defendants, raised the following points in his submission;

> *Firstly, the pleadings fail to identify who is the Plaintiff. There are two Plaintiffs'. Both the Plaintiffs are companies.*
>
> *Secondly, the Plaintiffs are companies. There is no identification of who [person] from the Plaintiff companies have "misinterpreted" to the Defendants. The Plaintiff companies cannot misrepresent without an agent or controlling mind doing an act on behalf of the company.*
>
> *Thirdly, who is the Defendants. The 1st named Defendant is a company but the pleadings allude to the fact that the 1st named Defendant is naïve and uneducated. How can a company be naïve and uneducated?*
>
> *Fourthly, the pleadings refer to Tevita Volavola Resorts without any further particulars. What resort? What is Tevita Volavola's capacity?*
>
> *Fifthly, the particulars fail to identify who – if it is the Plaintiff – engaged in conduct to "misinterpret" to the Defendant.*
>
> *Without going any further it is quite clear from the pleadings that there is no cause of action disclosed from the Pleadings against the plaintiffs.*

22. On the other hand, the counsel for the first and second defendants submitted that, the plaintiffs based this action on the agreements which were illegal as the consent of Board was not obtained as required by the section 12 (1) of the iTaukei Land Trust Act. The counsel further relied on the ruling of the judge dated 03.4.2014 in this case. Therefore, it was the submission of the counsel for the first and second defendants that, the plaintiffs' action should be struck out. The counsel for the plaintiffs, in reply to this argument stated that, those two agreements were commercial agreements and not dealing with the land as per the section 12 (1) of the iTaukei Land Trust Act.

23. It must be noted at the outset that, the pleadings of both the plaintiffs and the first and second defendants are confusing and not properly drafted. However, it reveals from those pleadings that, the claim and the counter-claim of the plaintiffs and the first and second defendants are centered on the two agreements between the parties. According to the affidavits files by the parties one agreement was for the sub-lease of land where the Resort was located and the other was for the management the said Resort. Since the hearing of both summonses was taken up by way of affidavits and submission, there was no opportunity to peruse the said agreements, except the averments of the affidavits filed by the parties on the nature of both agreements. It is, therefore, immature to decide at this point whether those agreements were dealing with the land, which requires the consent of the Board in term of section 12 (1) of the iTaukei Land Trust Act.

24. Furthermore, the ruling of the judge dated 03.04.2014 in this case was on the inter-parte notice of motion filed plaintiffs seeking some injunctive reliefs against the defendants in

this case. In the said ruling, the judge refused to grant those injunctive reliefs for the reasons mentioned in his ruling. In fact, the said ruling mainly deals with the requirements for granting interim injunctions as set out in the famous decision of **American Cyanamid Co. v Ethicon Ltd** [1975] AC 396, though it shortly deals with the issue of illegality. In any event, the question of illegality of the agreement or the contract cannot be decided on the affidavits alone, without the full and proper trial, as the court needs evidence to decide nature of the agreements and the rights and obligations of the parties that arise out the said agreements in this case. Given the nature of the claims and the counter-claims of the parties, it cannot be said that, causes of action here are plainly and obviously unsustainable, for the court to exercise its summary power to strike out the pleadings (see: **Razak v Fiji Sugar Corporation Ltd** (supra)). There are several legal issues that arise out the facts pleaded by the plaintiffs and the first and second defendants in this case and for this reason this court cannot simply strike out the pleadings of either parties under Order 18 rule 18. The Court of Appeal in **National MBF Finance (Fiji) Ltd v Buli** [2000] FJCA 28; ABU0057U.98S (6 July 2000) unanimously held that;

> *The law with regard to striking out pleadings is not in dispute. Apart from truly exceptional cases the approach to such applications is to assume that the factual basis on which the allegations contained in the pleadings are raised will be proved. If a legal issue can be raised on the facts as pleaded then the courts will not strike out a pleading and will certainly not do so on a contention that the facts cannot be proved unless the situation is so strong that judicial notice can be taken of the falsity of a factual contention. It follows that an application of this kind must be determined on the pleadings as they appear before the court.*

25. For the above reasons, I am of the view that, this case should proceed to trail. It further reveals that, the 3rd defendant has not file its statement of defence though, the some reliefs sought by the plaintiffs against the 3rd defendant too. Therefore, the 3rd defendant should file the statement of defence and the plaintiff should file the reply to the statements of defence filed by all the defendants for the proper adjudication of the claims of the parties in this case.

26. Accordingly, I make the following orders,

a. Both the summonses filed by the plaintiff and the first and second defendants are dismissed,
b. The 3rd defendant to file its statement of defence within 14 days and the plaintiff to file the reply to defence filed by all the defendants within 14 days thereafter, and
c. The parties to bear their own cost.

HIGH COURT OF FIJI LAUTOKA

U.L Mohamed Azhar
Master of the High Court

At Lautoka
10.09.2018