

JOSEPH RODI TOTOREA

v.

GRAINGER CORPORATION (VANUATU LTD)
INTERNATIONAL CASINO SERVICES LTD
ANDY AYAMISEBA
VINCE CONTE
SEAN GULLY

High Court of Solomon Islands

(Palmer J)

Civil Case No. 74 of 1995

Hearing: 13/4/95

Judgment: 20/4/95

F. Waleilia for Plaintiff

J. C. Corrin for Defendants

PALMER J: The Defendants apply by summons filed on the 4th of April, 1995 for approval of a number of expenses which the Defendants claim were incurred by the Honiara Gaming Club but which had been disputed or objected to by the Plaintiff.

In the supporting affidavit of Vince Conte, Casino Manager, filed on the 10th of April, 1995, at paragraph 2, are set out the list of items of which approval for payment had been sought.

The first and second items relate to invoices for meals consumed at two restaurants; the Hong Kong Palace and Sea King Restaurant. The defendants base their claim under paragraph 5 of the Employment Agreement made between themselves and the Honiara Gaming Club (*see Exhibit "VC9" in the said affidavit of Vince Conte*): "One duty meal per working shift shall be provided free of charge."

This term has its own problem of interpretation. The phrase "one duty meal" is not defined. Does it include a three course meal in any restaurant? Does it include alcoholic beverages as well? Is there a limit that a person should be entitled to claim per meal if he elects not to eat out at a restaurant during a shift? What about if that worker does not eat out at a restaurant for a whole month. Can he make a claim for meal costs per shift during that period?

Prices of food obviously vary from restaurant to restaurant. Sometimes, there is an arrangement where meals are paid for only at a particular restaurant. If they are taken at any other restaurants, then they are paid for at the cost of the worker himself.

The above are some of the general uncertainties which apply to the question of entitlement under the said Agreement.

Then there is the question as to who are the staff which are entitled? There is no signed Agreement exhibited of the members of the staff who are entitled. The copy of the Agreement (*Exhibit "VC9"*) attached is an unsigned copy of the agreement. Who are the persons employed under those terms? Mr Waleilia referred to a maximum number of only five persons permitted under the terms of employment of the Honiara Gaming Club which had been approved by the Foreign Investment Board. He says that the claims clearly exceed that number and therefore should not be permitted. It is important therefore in my view that a complete list with copies of their signed Employment Agreements be also filed in support of the claims under the Agreement.

1. **HONG KONG PALACE:**
INVOICE 11537

This invoice is dated the 31st of January, 1995. It did not specify how many people were eating on the table at the said time. The invoice is signed, but there is no indication as to which worker incurred that bill. The amount of \$95.70 also appears to be too expensive for a one person meal entitlement. Some sort of explanation in my view is required. For instance, how come there were 3 orders made for menu no. 2? If there was only one person, then one should expect only one order.

INVOICE 11328

This invoice is dated the 17th January, 1995. The same comments above apply with the exception that the signature appears to be that of the Fifth Defendant. Again, an explanation should be provided as to why the cost of that meal appears to be so expensive for one person.

INVOICE 11081

This invoice is dated the 5th of January, 1995. Again, the same comments made for invoice 11537 apply.

INVOICE 10810

This invoice is dated 1st January, 1995. Although, it is not indicated how many people were present, the quantity and price of the food ordered is consistent in my view with that of a single person. The signature too on the docket is consistent with the signature of the Fourth Defendant. Accordingly, I will allow the price of the food of \$46.00 plus food tax at \$4.60.

The question as to whether the two orders for whisky/coke should be included for paid meals by the Honiara Gaming Club at this point of time is also unclear. There is no mention of alcoholic drinks being catered for in the Agreement. As a matter of practice, it seems that alcoholic drinks are usually excluded, unless they are incurred during official entertainment functions. The costs for those two drinks therefore should be excluded. However, the question raised above can be re-argued if Counsels deem it necessary.

INVOICE 10728

This is dated the 2nd of January, 1994. Maybe, there is an error on the year given, and it should have read 1995. There were three people who were present at the table. The total cost of the meal came to \$176.40. The invoice was signed, but it is not clear, whose signature that was.

A vague explanation was provided at paragraph 4(1) of the same affidavit of Vince Conte, of meals being paid for by the business for what is termed '*VIP players*'. No clear explanation however was given as to what that term "*VIP players*" meant? Who were those players and under what category do such players fall under before they qualify? No explanation too is given as to the applicability and justification of that practice. There is no evidence of any written agreement or rule which enables management to engage in such practices. Accordingly, this amount is also denied at this stage.

INVOICE 10780

The same comments under invoice 10728 apply here as well.

INVOICE 11559

The meal was taken on the 29th of January 1995. It is not indicated how many persons were present on the table at that time. There was an order for 2 for menu no. 2. An explanation is required for this, because it

indicates that it is likely that more than one person was involved. The quantity and price is also quite expensive for one person. Finally, that docket was unsigned.

2. **SEA KING RESTAURANT:**

INVOICE 5737

Insufficient details have been furnished to justify this payment.

INVOICE 5739

Again, insufficient details have been filed.

INVOICE 5719 AND 5708

The same can be said for these two invoices.

3. **WATER UNIT INVOICE NO. 13004**

Who is the worker that this '*entitlement*' belongs to? Further, there is no reference in the copy of the unsigned Agreement (*Exhibit "VC9"*) referred to at paragraph 3, for this utility to be paid for by the business. Paragraph 3 only states that: "*Accommodation will be provided*". The word "*accommodation*" is not defined and accordingly it is open at this stage to argument by both parties as to its meaning. This utility therefore should not be paid out from the business funds until proper argument has been heard from both Counsels if needed.

4. **INVOICE FOR \$6,901.71 DATED 1ST MARCH 1995**

An explanation needs to be given as to why Ciaran Carruthers was required to come over to Honiara to render assistance with management of the business and how long was he in Honiara for?

The items listed as '*Playing Cards (06-03)*' and '*Production and supply of Pacific Poker Cloths*' for \$3,196.80 and \$1,340.00 respectively, are items which clearly relate to the activities in which the Honiara Gaming Club is involved in. The only objection of the Plaintiff is that there appears to be a suspicion that those items may have been used or purchased for another gaming business of the defendants. With respect, there is insufficient evidence at this stage to show otherwise, and accordingly those two payments can be released.

5. **SOLOMON ISLANDS ELECTRICITY AUTHORITY'S INSTALLATION
NO. 16115 FOR \$39.78 (EXHIBIT "VC")**

The same comments made under item no. 3 above also apply here.

6. **MS BUTCHERY'S STATEMENT NO. 0031 FOR \$2,240
(EXHIBIT "VC6")**

Further clarification is required under this heading. Is there any written or verbal agreement which reflects this arrangement with the workers of the Casino? For instance, are workers given a free meal per shift?

7. **BILL FOR SURVEILLANCE EQUIPMENT HIRED AND REPAIRED
BY THE BUSINESS**

How long was the surveillance equipment hired for and for what purpose? Doesn't the Casino have any surveillance equipment installed in its premises?

8. **INVOICE NOS. A12063 & A11937**

These are for one black and decker IR Steam Iron for \$235.00 and one goldair kettle GK-17 for \$299.00. There is no clause in the agreement which stipulates that such facilities will be provided by the business as part of the accommodation package. This point is arguable at this stage, and accordingly should be denied or held in abeyance until full submissions are heard if required.

ALBERT R. PALMER

A. R. PALMER
JUDGE