

**IN THE BANKS/TORRES ISLAND COURT DEBT CASE NO 1129 OF 2021  
OF THE REPUBLIC OF VANUATU**

.....  
(Civil Jurisdiction)

**BETWEEN: TEMPES LER**

*Claimant*

**AND: MICAH WALTER**

*Defendant*

**CORAM: Justice Raymond SIPLAQ  
Justice Franklin WOLEG  
Justice Gracetella SMITH**

**Clerk: Dimas ARU**

**DOH: 28<sup>th</sup> May 2021**

**DOJ: 28<sup>th</sup> May 2021**

**CASE: APPLICATION FOR BREACH OF CONTRACT**

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**DEFAULT JUDGEMENT**

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**Introduction**

1. This is an Application for breach of contract brought before this court by the claimant, Tempes Ler, against the defendant, Micah Walter. The claimant is from Gaua and the defendant from Mota Lava.
2. The claimant claims that the breach of the contract has caused him loss. He now claim for such loss. He is claiming an amount of 50,000 Vatu from the defendant.

**Issue**

3. Whether or not there was an agreement between the claimant and the defendant?
4. Whether or not there is breach of the agreement?



### **Claimant's Claim**

5. The claimant claims that he and the defendant had had an agreement. The agreement was made on Gaua.
6. The agreement was for the claimant to send kava to the defendant. And the defendant was to make juice from the kava and sell it at a kava bar at Mota Lava Island.
7. It was agreed that the money earned will be deposited to a Bank account, to be owned by the duo.
8. As agreed, the claimant proceed to send kava to the defendant. That was 'plante taem'.
9. And on another date, the claimant traveled with another 'kavman bag' full kava and another 'stampa' kava.
10. The juice was again sold by the defendant.
11. Out from the agreement, no money was shared with the claimant.
12. When ask to share part of the money, the defendant send the claimant to see a named 'John Robert' at Sola, Vanua Lava. However when the named 'John Robert' was asked about the money, he said he has no knowledge of the agreement.
13. All attempts were made for the defendant to settle the claim, with no success, therefore the claimant pursues the matter before this Court to order the defendant to settle the outstanding debt.
14. The claimant claims an amount of 49,000 VT as claim plus 1,000 Vatu as the Court fee. The total claim is 50,000 VT.

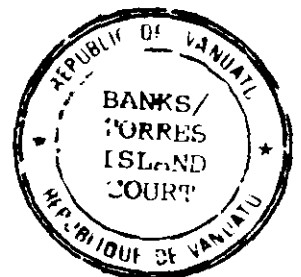
### **Appearance**

15. No appearance for the defendant.

### **Court Findings**

The Court finds out that:

16. There was no appearance for the defendant despite being served with summons to attend court.



17. With the non-attendance of the defendant, the court will now apply Rule 4[2] of the Island Courts – [Civil Procedure] Rules, as outlined as follows;

(2) Non-attendance of defendant

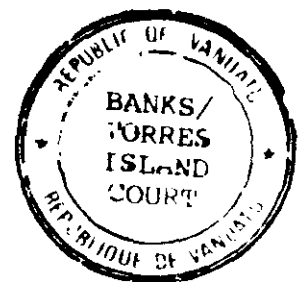
If a defendant does not appear at the time for the hearing of the claim, the court shall, provided it is satisfied that the statement of claim has been served on the defendant and that there is no good reason for the defendant's non-attendance:

- (a) strike out the statement of defence,
- (b) make an order for the defendant to pay the expenses of attendance of the claimant and witnesses of the claimant and defendant,
- (c) strike out any counter-claim or set-off filed by the defendant.
- (d) determine in the absence of the defendant the claim of the claimant.

18. After considering the claim, the court made the following Orders:

**COURT ORDER**


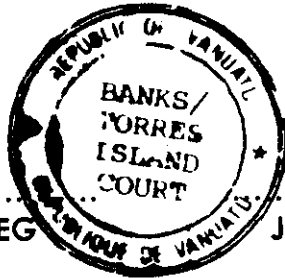
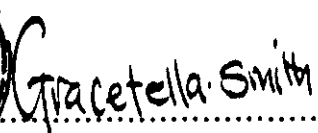
- 19. This order is made in pursuant to Rule 4[2-d] of the Island Courts – [Civil Procedure] Rules
- 20. The defendant, Micah Walter, is ordered to pay to the Claimant an amount of 49,000 Vatu as claimed plus 1,000 vatu as court fee. Total amount to be paid is 50,000 Vatu.
- 21. Payments should be completed within 3 months, which is before the 28<sup>th</sup> of August 2021.
- 22. Liberty is given to both parties to appeal within 30 days if they are not satisfied with this decision.



Dated at Sola- VANUA LAVA, this 28<sup>th</sup> May 2021

BY THE COURT

  
.....  
Justice Raymond SIPLAQ

    
.....  
Justice Franklin WOLEG Justice Gracetella SMITH