



## REPUBLIC OF NAURU

IN THE SUPREME COURT  
OF NAURU

Civil Action No. 26 of 2002

Between                      Vinson Detenamo                      Plaintiff  
And                              Nauru Rehabilitation Corporation                      First Defendant

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### Application for Ex Parte Interim Injunction

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1. Following the commencement of an action whose express purpose was to restrain the payment of rent by the Defendant to certain undisclosed persons, the Plaintiff now seeks by an *ex parte* injunction to achieve that object.
2. The matter has been referred to me by the Registrar of the Court for a decision on the *ex parte* application.
3. The *ex parte* application, dated 2 September 2002 has been made by the Plaintiff and is accompanied by an Affidavit sworn by the Plaintiff.
4. The Affidavit states that there is a dispute between the Plaintiff, his brothers and sisters, and members of the extended family over the ownership of Portion No. 53 in the District of Aiwo and known as 'Orro Pago' ('the land').
5. I am informed in the Affidavit that the Defendant is a lessee of the land or part of it. The Defendant pays rent for the land to the group outlined in paragraph 4 above. Presumably, although it is not stated in the Affidavit, it has been the practice of the Defendant to pay the rent, as it has fallen due in the past, to this group, and, by the statement in the Affidavit, the Defendant sees no reason to vary the practice as any dispute is not of its making.
6. There is not pleaded in the Statement of Claim, nor asserted in the Affidavit, what are the terms of the lease, the parties thereto, nor to whom the rental is to be paid. In such a situation, one is entitled to presume the regularity of the rental payments by the Defendant.
7. The dispute, as alleged, is between the landlords, whomsoever they may be.
8. I am informed further by the Registrar that there is no action before the Court involving the dispute with respect to the land.
9. An *ex parte* interim injunction will only be granted by the Court in a matter of real urgency where otherwise there would be irreparable damage caused to the Plaintiff. This is clearly not such a case.

10. In the ordinary run of events, a lessee or tenant is entitled to pay rent to the disclosed landlord or agent of the landlord. If there is some dispute within the landlord group as to how such rent is to be shared then it is in the hands of the landlord group to sort it out. The lessee or the tenant should have been properly informed under the terms of the lease how payments are to be made and to whom. There is nothing in the Statement of Claim or the Affidavit of the Plaintiff that states that the Defendant to this point of time has been doing other than complying as a matter of practice with what it understands to be the situation. Unless the dispute between the present landlords becomes a matter before the Court then it is up to the landlords to sort out the payments amongst themselves.
11. If, indeed, the dispute is ongoing and is not one that has the cognizance of the Court, then, if the consent of all members of the landlord group is obtained in writing, the rent may be paid to a specified person or agent who will give a receipt to the tenant/defendant for each rental payment. That specified person or agent may then hold the moneys in trust pending determination of the dispute. The Defendant should not act unilaterally on the request of one of the parties.

I refuse the application.

  
**Barry Connell**  
**CHIEF JUSTICE**



6 September 2002