

PUBLIC PROSECUTOR

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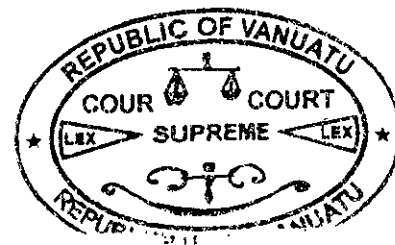
THOMAS BAYER

Trial: April 20th, 21st, 24th and 25th, 2017
Judgment: April 25th 2017.
Before: Justice JP Geoghegan

Appearances: Mr Josaia Naigulevu and Mr Simcha Blessing for the Public
Prosecutor
Mr Saul Holt QC and Mr Nigel Morrison for the Defendant

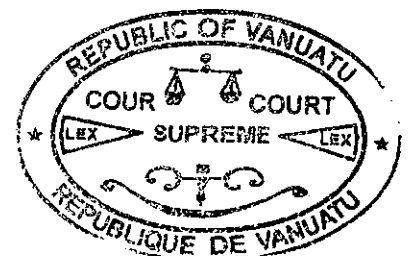
**RULING ON APPLICATION PURSUANT TO S 164(1)
CODE OF CRIMINAL PROCEDURE**

1. Mr Bayer is charged with two offences namely complicity to bribery contrary to section 30 of the Penal Code Act [Cap. 135] and sections 23 and 20 (1) (a) of the Leadership Code Act [Cap. 240] and complicity to corruption and bribery contrary to section 30 and 73 (2) of the Penal Code Act [Cap. 240].
2. As in every criminal case it is for the prosecution to prove each and every element of the charges to the standard of beyond reasonable doubt. Mr Bayer is not required to prove anything and he is presumed innocent, unless and until found guilty.
3. Briefly, it is alleged that Mr Bayer who is a Director of a company known as Pacific International Trust Company Ltd (PITCO) aided or procured an offence of bribery or corruption of a number of Members of Parliament. It



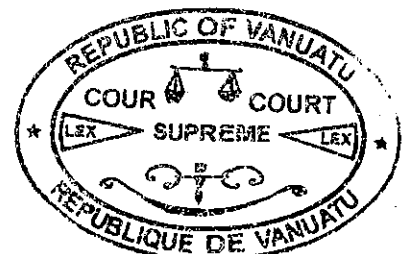
is alleged that between October 21st and October 30th 2014, Mr Bayer procured the transfer of 500,0000 US dollars through PITCO bank accounts and that that sum was then transferred by him into the personal bank account of Mr Moana Carcasses Kalosil who in turn distributed that money among 14 Members of Parliament for the purpose of influencing their voting on a vote of no confidence against the Government.

4. It is alleged by the Public Prosecutor that in order to cloak the alleged illicit payment in commercial credibility, Mr Bayer used the mechanisms of a sale and purchase agreement for shares in a bank known as European Bank Ltd ("*European Bank*") and an option agreement between one Marie Louise Milne and PITCO for the securing of an option for the purchase of lease title number 12/1031/017.
5. The following matters are matters of agreed fact which were outlined by counsel at the beginning of the trial:-
 - a) On August 29th 2014 the then leader of the opposition, Moana Carcasses and other Members of Parliament sent a notice of motion of no confidence in the then Prime Minister Mr Joe Natuman and a request for an extraordinary session of parliament, to the Speaker of Parliament. Mr Carcasses was, at that time, the President of the Green Federation Party. The notice of motion was subsequently declared by the Speaker to be "*not in order*".
 - b) On October 27th 2014 a number of MPs signed loan agreements with an entity known as the Green Federation Development Fund Ltd as trustee for the Green Confederation Trust. Pursuant to those agreements the MPs were advanced the sum of Vt 5 million.
 - c) On October 30th 2014 Mr Carcasses transferred money from his ANZ Account which, at that time held a sum of Vt 35 million. Individual payments of Vt 1 million were made from that account to various MPs.



- d) On November 18th 2014 Mr Carcasses and other MPs filed a notice of motion of no confidence in the then Prime Minister Mr Joe Natuman.
- e) The 14 MPs who had received funds in the manner described above, including Mr Carcasses, were convicted of giving or receiving bribes on the basis that the loan agreements were shams and that there was no intention to require repayment and that the sham loans were intended to buy support for the no confidence motion in the Prime Minister. See PP v. Kalosil¹.
- f) On October 21st 2014 Westpac Bank, Vanuatu received a telegraphic transfer SWIFT message conveying funds in the sum of 500,000 US Dollars to PITCO as the designated beneficiary. Those funds had come from a Hong Kong resident Mr Kelvin Man Fong and had been sent to the Westpac Bank through the China Construction Bank (ASIA) Corporation Ltd.
- g) At the request of Westpac Bank Mr Bayer provided the bank with an agreement for sale of shares in European Bank Ltd between Mr Fong as purchaser and European Capital and Fidelity Pacific Life Insurance Company Ltd jointly as vendor ("*the European Bank agreement*"). The purchase price for the shares in the Bank was expressed by the agreement to be seven and half million US Dollars.
- h) On October 24th 2014 Westpac credited the PITCO US Dollar account number 2000070850 with the sum of 499,965 US Dollars. On October 28th that sum was then debited against the account by Westpac who then credited the PITCO Vatu Account number 200651428 with the sum of Vt 48, 896, 092.
- i) On October 30th 2014, PITCO paid the sum of Vt 35 million by way of a cheque drawn on the PITCO account in favour of Mr Carcasses. Mr Carcasses' bank, ANZ, was advised that the payment was supported by an option agreement for the sale of

¹ [2015] VUSC 135



Vanuatu leasehold title number 12/1031/07 by Marie Louise Milne to PITCO.

j) Part of the Vt 35 million paid into Mr Carcasses account was disbursed to the bank accounts of various Members of Parliament with the consequences which are referred to above.

6. The essential elements of the charges faced by Mr Bayer are not in dispute. The Court must be satisfied beyond reasonable doubt of the following elements:-

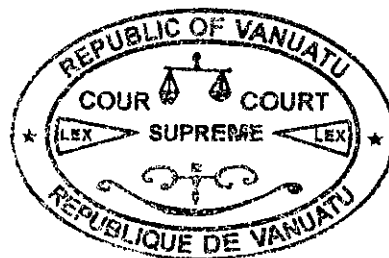
- a) A person.
- b) Has aided counselled or procured.
- c) The commission of a criminal offence.

7. There is no dispute between counsel that elements, a) and c) of the relevant offence have been established by the prosecution to the requisite standard. There is no dispute that Mr Bayer is a person and there is no dispute also that the funds used by Mr Carcasses were used for a criminal purpose, namely bribery. The real issue in this case turns on whether the prosecution has established beyond reasonable doubt that Mr Bayer has "*aided, counselled or procured*" the commission of that criminal offence.

8. At the close of the prosecution case Mr Holt made an application pursuant to section 164 of the Code of Criminal Procedure for a ruling that a verdict of not guilty be pronounced on the basis that there was no evidence upon which Mr Bayer could be convicted.

9. Section 164 of the Criminal Procedure Code provides that:-

"164 (1) If, when the case for the prosecution has been concluded, the Judge rules, as a matter of law that there is no evidence on which the accused person could be convicted, he shall thereupon pronounce a verdict of not guilty".



10. Mr Holt referred to the appropriate test to be applied as being that set out in the Australian High Court decision of May v. O'Sullivan² where it was stated:-

"When, at the close of the case for the prosecution, submission is made that there is "no case to answer", the question to be decided is not whether on the evidence as it stands the defendant ought to be convicted, but whether on the evidence as it stands he can lawfully be convicted. This is really a question of law".

11. In his submissions on the appropriate test Mr Naigulevu referred to decisions in the Solomon Island Court of Appeal in R v Tome³ and the Fiji Court of Appeal in Sisa Kalisoqo v R. In Tome, the Solomon Islands Court of Appeal stated when looking at a similar provision that:-

"That must mean that if there is some evidence that the accused committed the offence the case must proceed to final determination by the tribunal of fact".

12. In the circumstances it is not necessary to have recourse to decisions in other jurisdictions as the matter has been conclusively dealt with in the Supreme Court in Vanuatu. In PP v. Benard⁴ Bulu J adopted the approach set out in the New Zealand High Court Decision in Auckland City Council v. Jenkins and stated at paragraph 37 that:-

"I am satisfied that the test is whether a finding of guilt could be made by a reasonable judicial officer sitting alone on the evidence thus far presented."

13. In PP v. Koroka⁵ the Chief Justice after referring to PP v. Samson Kilman and Others⁶ and PP v. Siba Yamanga and Lichie David⁷ stated:-

"In essence, the test to be applied is as follows:-

² [1955] 92 CLR 654

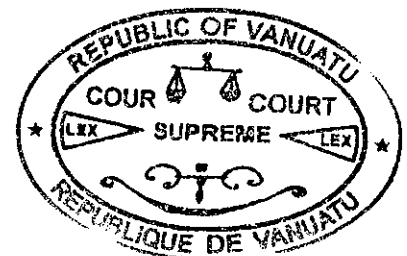
³ [2004] SBCA 13

⁴ [2006] VUSC 26

⁵ [2006] VUSC 89

⁶ [1997] VUSC 21

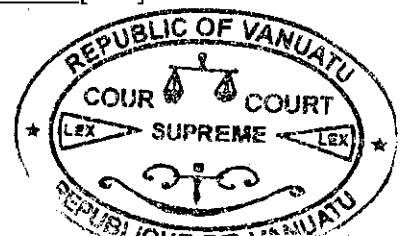
⁷ [1999] VUSC 37



On the strength of the evidence so far laid before the Court, whether a reasonable court could convict the accused person, as a matter of law, on the strength of such evidence”.

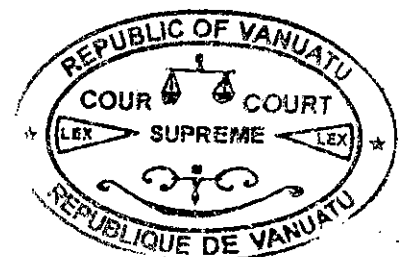
14. I apply the test set out in PP v. Benard and PP v. Koroka and accordingly in order to proceed with the prosecution I must be satisfied that Mr Bayer could properly be convicted on the basis of the evidence presented by the prosecution.
15. There is no disagreement between counsel that in this case it is essential for the prosecution to prove⁸:-
- a) That the principal offence was committed;
 - b) That the accused knew the “*essential facts*” that established the principal offence; and
 - c) That the accused intentionally assisted or encouraged the principal offender to commit that offence.
16. In this case there is no dispute that the principal offence was committed. The defence also accepted that Mr Carcasses used funds paid to him by cheque from PITCO to bribe other MPs. It is also accepted on behalf of Mr Bayer that the nature of the bribery of the MPs was that the monies paid by Mr Carcasses to various MPs was based on loan agreements which required the monies to be repaid at the end of the MPs parliamentary term and that those payments were found to amount to bribery and were corrupt because:-
- a) The loan agreements were shams and that there was no intention to require a payment; and
 - b) The sham loans were intended to “*buy*” support for the no confidence motion in the Prime Minister.
17. It is submitted on behalf of Mr Bayer that the essential facts that the prosecution must prove are that Mr Bayer knew:-

⁸ See Giorgianni v. R [1985] 156 CLR 473 cited with approval in PP v. Damrock [2015] VUSC 93

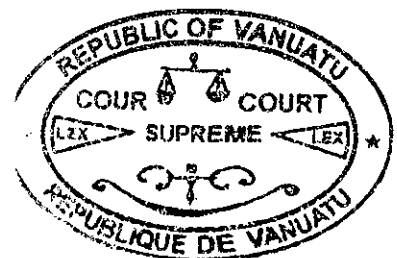


- a) That Mr Carcasses intended to use the money to pay MPs by way of loans to the MPs;
 - b) That such payments would be made corruptly, that is, in the context of this case;
 - i) That the loans were to be shams in that they were intended to be repaid; and
 - ii) That such sham loans would have been made in order to *"buy the votes of the MP in a no confidence motion against the sitting Prime Minister"*.
18. I do not agree that Mr Bayer's knowledge need be as detailed as suggested, but at the very least the prosecution must prove, beyond reasonable doubt that he knew that the money supplied to Mr Carcasses was to be used for the illegal and/or corrupt purpose of bribing other Members of Parliament.
19. It needs to be said from the outset that there is no evidence of contact of any kind whatsoever between Mr Bayer and Mr Carcasses or between Mr Bayer and any Member of Parliament who was subsequently convicted in respect of the bribery charges.
20. There is accordingly no direct evidence that establishes Mr Bayer's knowledge of the *"essential facts"* or of the bribery scheme at all.
21. Instead, the Court is being asked to infer Mr Bayer's knowledge of the position from a series of documents and financial transactions which the State submits establish beyond reasonable doubt that Mr Bayer had knowledge of those essential facts. Accordingly some focus falls on those documents and the particular transactions.

The European Bank Agreement



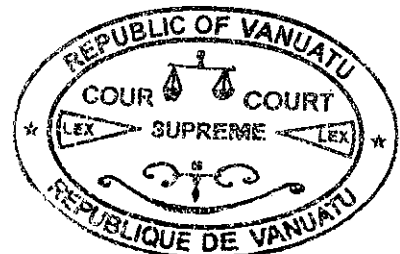
22. It is the prosecution case that the European Bank agreement was effectively a sham put together as a type of Trojan horse by means of which funds were to be paid to Mr Carcasses for the purposes of a bribe. The evidence establishes that on October 21st 2014 Westpac Banking Corporation in Vila received an amount of 500,000 US\$ to be paid into PITCO's US Dollar account. Mr Bayer contacted the Head of the Westpac Bank Mr Adam Whytcross referring to the transaction and attaching a copy of a contract between European Capital Holding Corp (European Capital) and Fidelity Pacific Life Insurance Company Ltd (Fidelity) as vendor and Mr Kelvin Man Fong of Hong Kong as purchaser. The contract is a contract for the purchase by Mr Fong of shares in a bank known as European Bank Ltd, a company incorporated in Vanuatu and having its registered office in Vanuatu. The purchase price was expressed to be 7.5 million US\$ of which 1.1 million US\$ known as "*Earnest Money*" was due and payable subject to conditions set out in a memorandum of understanding between the parties.
23. The completion date for the contract was defined as being "*not more than 90 days after Vanuatu Reserve Bank transfer approval or such other date as the parties hereto may agree in writing*". What is accordingly clear from a brief perusal of the contract is that it was entirely conditional on approval by the Reserve Bank of Vanuatu.
24. The contract was signed only by one party, namely the vendor. Mr Bayer signed the contract on behalf of both vendor companies and the common seal of each company was affixed to it. At the time the contract was provided to Westpac Mr Bayer explained under cover of an email to Mr Whytcross that the contract was in counter parts and that while the vendors had signed and sent a scanned copy to the purchasers lawyers they had not yet had the purchaser sign date and send back the agreement as the purchaser was having a final look at the contract to be satisfied that all agreed changes had been properly attended to. Mr Bayer invited further queries from Mr Whytcross if necessary but requested that if there



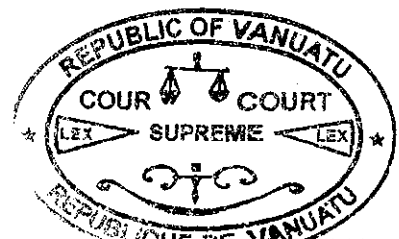
were no further questions then the funds be credited to PITCO's US\$ trust account.

25. On October 24th Mr Whytcross contacted Mr Bayer by email advising that the bank had been unable to complete a "World Check" on the buyer "via his name" and requested the name of any companies that he might be involved in. Mr Bayer was asked if he could provide copies of the submission to the Reserve Bank for consideration for approval of the sale and any additional information which he may have such as passport information or identification to help the bank complete its anti-money laundering processes. The evidence given to the Court was that a "World Check" was a specific check to ascertain whether or not a party may be guilty of, or of interest to authorities in respect of money laundering or terrorist activities.
26. On October 27th Mr Bayer responded to that request by providing various references to businesses which Mr Fong was involved in and explaining that no application to the Reserve Bank had been made and would not be made until all of the Earnest Money had been paid as provided under the contract. He explained that Mr Fong wished to retain PITCO to manage the bank on his behalf and that Mr Fong intended to create a personal holding company in Vanuatu to hold the shares in European Bank. Mr Bayer advised that there would be no problem in providing Westpac with copies of the application to the Reserve Bank for approval of the chain of ownership.
27. On October 29th 2014, Westpac's Manager of Operational Risk, Mr Edmond Williamson completed a suspicious transaction report which he forwarded to the Vanuatu Financial Intelligence Unit. The grounds for suspicion were set out in the report as being:-

"The TT funds from the applicant have no source of funds on how the fund was generated. No RBV licence to substantiate sale of shares in European Bank".



28. The reference to there being no Reserve Bank licence to substantiate the sale of shares in European Bank illustrates confusion regarding the nature of the contract. In my assessment, Reserve Bank approval was never required prior to the parties entering into the contract and indeed it is difficult to see how such approval could ever be granted. The contract was at all times clearly conditional upon Reserve Bank approval however the lack of such approval appears to have created suspicion in respect of the transaction not only on the part of Mr Williamson but also on the part of the Financial Intelligence Unit.
29. Notwithstanding this however the sum of 499,965 US\$ was credited to the PITCO US\$ account on October 24th 2014.
30. It should be noted that by consent a copy of the agreement for sale and purchase, signed by both parties was produced in evidence. Also produced was a Memorandum of Understanding dated 23rd June 2014, in respect of the proposed sale and purchase which was also signed by both parties. While Mr Naigulevu submitted that the documents had never been supplied to Westpac or the Financial Intelligence Unit there is no evidence that they had been requested by either of them.
31. On October 28th that sum was transferred to the PITCO Vatu account with the balance of the Vatu account then being increased by Vt 48,896,092 from Vt 13,446,684 to Vt 62,342,776.
32. Some observations may be made regarding the prosecution's criticism of the legitimacy of the European Bank Agreement. It was submitted that the agreement was in breach of section 51 of the Financial Institutions Act 2006 [Cap. 254] which provides that:-
- "51. Transfer of control*
- (1) A domestic licensee must obtain the written approval of the Reserve Bank before it carries out a specified event that will*

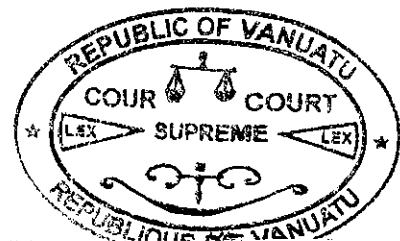


result in a person acquiring, or exercising power over, 20 percent or more of the voting stake of the licensee.

(2) *Each of the following is a specified event:-*

(a) *The sale, transfer or any other disposition of a licensee's share capital, or the issue or allotment of any new share capital".*

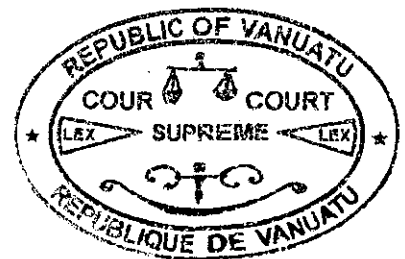
33. While it is submitted by the prosecution that this required Reserve Bank approval before the transmission of the Earnest Money and therefore supports the assertion that the agreement is a sham, I disagree. The agreement is a conditional sale agreement. No sale, transfer or other disposition of shares occurs until the settlement date and whether the agreement becomes unconditional therefore triggering settlement depends entirely upon Reserve Bank approval. The agreement is not in breach of section 51.
34. In addition it is noteworthy that despite Mr Bayer having provided details of Mr Fong's address, contact details and business interests there appears to have been no investigation of any kind to establish his existence or legitimacy. In the circumstances it is remarkable that these steps have not been taken when it is being asserted that the agreement is a sham and when such an assertion is so central to the prosecution's case.
35. As to the funds which were received and disbursed by PITCO, it is clear from the evidence that the company has substantial holdings and deals with large sums of money on a daily basis. It is clear that what was referred to during the course of the trial as the "*Bayer Group*" had access to millions of Vatu and various other currencies each week. It was conceded by Mr Williamson, who had knowledge of the company accounts that the sum of Vt 35 million could have been paid from any one of a number of accounts easily and quickly. Deposit details tendered in evidence supported that statement. It appears to have been a common practice to put significant sums on very short term deposits to ensure easy



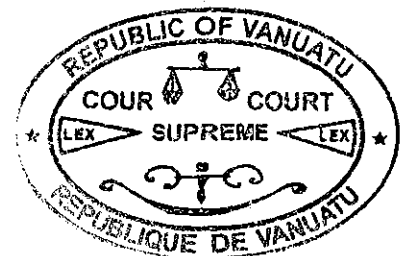
and efficient access. Accordingly, in that context a withdrawal of Vt 35 million could not, in itself, be regarded as unusual or worthy of particular note.

The Option Agreement Between PITCO and Mrs Milne

36. On October 30th 2014, the PITCO Vatu account was debited by Vt 35 million reducing the balance of the account to Vt 27,876,899. A cheque payable to Moana Carcasses dated October 28th 2014 and drawn on the PITCO Vatu trust account was exhibited in evidence. It is not disputed that Mr Bayer's signature does not appear on that cheque.
37. It is the case for the prosecution that the means by which the Vt 35 million payment was made to Mr Carcasses was through an option agreement dated October 27th 2014 between Marie Louise Milne and PITCO in respect of a parcel of land contained in leasehold title 12/1031/07 located in the Rentapau area. PITCO is recorded as the optionee in that document but it entered into the agreement acting in its capacity as trustee of an entity referred to as the "*Goldilocks Trust*". The agreement provides that in consideration of payment of the sum of Vt 35 million payable on the date of the agreement the optionee shall acquire the option to purchase the land for a sale price of Vt 315 million for a period commencing on October 27th 2014 and expiring on March 31st 2015.
38. The option was expressed to be exercisable by notice in writing given by the optionee to the grantor by delivery to an entity known as Orion Inc which, pursuant to the agreement was appointed as Escrow Agent for that purpose. There was no evidence from Mrs Milne as to how the agreement came about and as to why it was necessary to involve an Escrow agent.
39. In addition to the option agreement, Mrs Milne signed a letter of instruction to PITCO requesting that payment of the option price be made to her husband's account at the ANZ Bank in Port Vila.

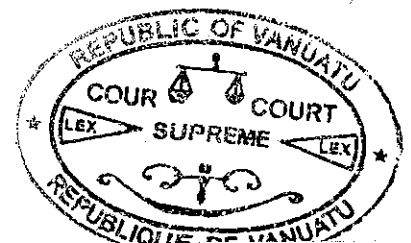


40. It is a central plank of the prosecution case that the option agreement is a sham as are the entities described in the option agreement as the Goldilocks Trust and Orion Inc. In this regard I accept the submissions of Mr Holt that the prosecution evidence falls short of establishing this. There is no evidence of any kind which establishes that Goldilocks Trust was a sham and it appears that the police never requested a copy of the deed of settlement of the trust which would be that Trusts originating document and one means of establishing its genuineness. With respect to Orion Inc, while it has been struck off the Companies Register in Vanuatu, that occurred in 2015. However it is a company now domiciled in the Marshall Islands. A certificate of good standing of the company was tendered in evidence by consent to confirm the existence of the company in the Marshall Islands and the evidence of Mr George Andrews the Commissioner of the Financial Services Commission confirmed that Orion Inc would be entitled, despite being an overseas company, to act as a Notice and Escrow Agent in Vanuatu without registration as long as it did not earn income.
41. The prosecution also refers to the option price of Vt 35 million. In support of its contention that that price was not reasonable or realistic the prosecution called evidence from Mr Jeremy Dick, a registered valuer who at the request of the police undertook a valuation of the property. Mr Dick concluded that the value of the land only as at October 1st 2014 was Vt 6 million, significantly less than the option price. The Court also received evidence however that a valuation conducted by the Principal Valuation Officer of the Department of Lands, Mr Peter Pata placed a value on the lease as at April 17th 2015 of Vt 19,400,000. While Mr Pata's valuation was a valuation of the land and improvements it was still significantly higher than the value placed on the property by Mr Dick and was a valuation carried out after the property had been substantially damaged by Cyclone Pam. Mr Dick's valuation as at April 24th 2015 was, by contrast



Vt 5 million, Vt 1 million less than the value he placed on the land in October 2014.

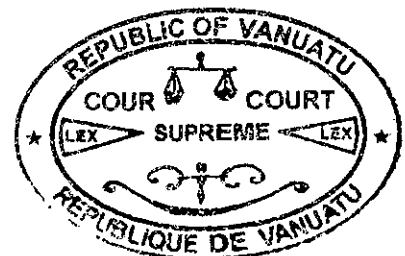
42. While the value of the option may cause the need for particular scrutiny Mr Holt submits that an option agreement is a particular type of arrangement which provides a hedge against the risk that a perceived likely increase in value at a later time will not be realised. Accordingly any valuation may have to take such a matter into account. Even allowing however for the significant option price Mr Holt submits that the option agreement:-
- a) Does not rationally permit the inference that Mr Bayer knew of the essential facts of the bribery scheme and intended to help it be realised; and
 - b) Contrary to the prosecution opening in the case there is no evidence at all that Mr Bayer paid Mr Carcasses, authorised payment to Mr Carcasses or had any communication with Mr Carcasses.
43. What is clear is that while Mr Bayer signed an underlying option agreement on behalf of PITCO he did so with Mrs Milne. That does not amount to an agreement with Mr Carcasses. In addition the cheque made out to Mr Carcasses was signed by persons other than Mr Bayer. There is no evidence from the signatories of the cheque as to how they came to sign the cheque and who, if anyone, instructed them to do so. There is no evidence from Mrs Milne as to the reason for the option, the value of the property to her or the reasons why she directed that the proceeds of the agreement be paid to her husband directly. I accept Mr Holt's submissions that there is a complete absence of evidence that Mr Bayer authorised or was otherwise involved in the payment of the monies to Mr Carcasses.
44. I might also add that given the prosecutions reference to and reliance upon, the assertion that the European Bank and option agreements had been created as a mechanism to disguise or otherwise legitimise the



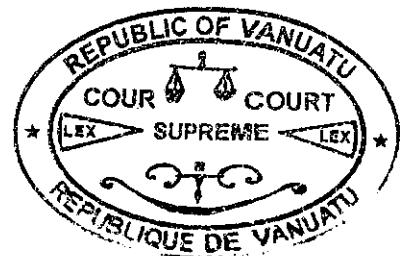
payment ultimately paid to Mr Carcasses it would seem extraordinarily stupid of Mr Bayer to then permit a cheque to be drawn from PITCO's account in favour of Mr Carcasses. The evidence I have heard would strongly suggest that Mr Bayer is not a stupid man.

45. Mr Naigulevu submitted that the essential facts which need to be established by the prosecution may be proved by inference drawn from the circumstantial evidence presented to the Court.
46. Before turning to the inferences which I am invited to draw I should say something briefly about the drawing of inferences in proceedings such as these.
47. In any circumstantial case, such as the one here the trier of fact has to determine what appropriate inferences flow from the available facts. Inferences may be drawn from proved facts if they follow logically from them. If they do not, then the drawing of any conclusion is speculation and not proof⁹.
48. Mr Naigulevu submits that the evidence thus far presented should enable me to draw an inference that Mr Bayer knew how the money he assisted in bringing into the country on October 21st 2014 through Westpac Vanuatu, would help support Mr Carcasses to obtain support for himself in the no confidence motion which he subsequently set in train. It is submitted by the prosecution that the overt acts and level of involvement by Mr Bayer and Mr Carcasses both directly and as persons having influence and interests in the two key agreements, the manner in which their respective conduct complimented each other, the knowledge Mr Carcasses had about the imminent receipt of a large amount through his account, and the relative speed at which the money was transferred and disbursed must point to the rational conclusion that Mr Bayer knew of the conspiracy.

⁹ R v. Harbour [1995] INZLR 440



49. With respect to that rather broad submission I do not agree that the evidence comes anywhere close to enabling me to draw the inferences which I am invited to draw. Despite the submissions of the prosecution to the contrary there is no evidence at all about the knowledge which Mr Carcasses had regarding the receipt of money into his account. The relative speed at which the money was transferred and disbursed is not something which in my assessment justifies the drawing of any inference not least one which is adverse to Mr Bayer. The submission regarding Mr Carcasses having influence and interests in the two key agreements is firstly wrong and secondly speculative. There is absolutely no evidence which establishes that Mr Carcasses had any influence or interest in the agreement for the sale of shares in European Bank. A submission that he had both influence and interest in that agreement is plainly wrong. Any submission that Mr Carcasses had influence and interest in the option agreement is at best speculative. It is clear that Mr Carcasses had no legal interest in the agreement and there is simply no evidence as to his influence in respect of it.
50. When I stand back and look at the prosecution case I am left looking at circumstantial evidence which while perhaps gives rise to suspicion and speculation, particularly given the timing of the various events I have referred to, falls far short of evidence which could provide a basis for a lawful conviction. There is no evidence which establishes that the agreements relied upon by the prosecution are sham arrangements entered into for the purpose of aiding the commission of the offence of bribery. There is no evidence which links Mr Bayer directly to Mr Carcasses. There is no evidence of any communication between Mr Bayer and Mr Carcasses regarding Mr Carcasses intention to use the funds which he received from his wife for the purposes of bribery. There is no evidence of any knowledge on the part of the Mr Bayer of Mr Carcasses intention to bribe other Members of Parliament or of any intent on the part of Mr Bayer to assist such a process. In addition, the evidence, such




as it is, does not permit me to draw any inference as to Mr Bayer's knowledge and intention regarding the commission of the offences with which he is charged.

51. In the absence of such evidence the prosecution of Mr Bayer is doomed to failure and for these reasons I am satisfied that the evidence presented by the prosecution provides no proper basis upon which a lawful conviction could be entered. Accordingly, pursuant to section 164 (1) Criminal Procedure Code, I find that there is no evidence upon which Mr Bayer could be convicted and I therefore pronounce a verdict of not guilty in respect of both charges.

Dated at Port Vila this 25th day of April 2017

BY THE COURT



JP GEOGHEGAN
JUDGE

