IN THE SUPREME COURT OF THE REPUBLIC OF VANUATU

(CIVIL)

PROBATE CASE NO. 990 OF 2017

IN THE MATTER of the application for Letters of Administration in the Estate of the late Joel Didier Hernandez

AND IN THE MATTER of Section 2.3 and 2.5 of the Probate and Administration Rules 2003 and Section 6 and 7 of the Queen's Regulation No. 7 and No.9 of 1972

DOMINIQUE LESZCZYNA

Applicant

Date of Hearing:	**05th April, 2018**
Delivered:	**10th August, 2018**
Before:	**Master Cybelle Cenac**
In Attendance:	**Applicant unrepresented**
Present:	**Dominique Leszczyna, Jennifer Nicon (interpreter)**

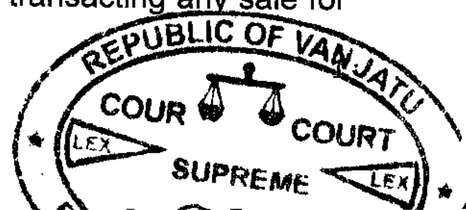
JUDGMENT

Headnote

creditor's Application for Letters of Administration – grant for limited administration – defacto partner claim – application undisputed – joint or sole holder of shares in company – claim for expenses – distribution of shares in the Estate

Introduction

This is an Application filed on the 24th April, 2017 with sworn statement of the same date in support for the Administration of the Estate of the deceased Joel Hernandez who passed away on the 22nd October, 2016 in New-Caledonia. The Application came up for hearing on the 5th April, 2018 where this Court in its order granted a limited administration of the Estate of the deceased to the Applicant. The granting of the said order was for the purpose of the collection of rents, transacting any sale for



the purpose of paying off the bank debts to the amount of approximately ninety one million vatu (VT 91 million). The said order specified that any surplus following sales and rent collections are to be held on trust until further order of the Court as to entitlement and distribution.

Chronology of Events

The Applicant entered into a relationship with the deceased in 2012 and moved to Vanuatu on or about August 2014 to join him. The deceased was the director of the company **Easy Car Rentals** in which he owned 51% of the shares and the Applicant 49% of the shares.

An independent search of the Vanuatu Financial Services Commission website indicates that the business has been removed from the list due to a failure to file annual returns.

The deceased has two loans with Bred Bank in the Amount of Forty Four Million Four Hundred Eighty Seven Thousand Four Hundred Forty One Vatu (VT 44,487,441) and Thirty Seven Million Four Hundred Twenty Seven Thousand Three Hundred and One Vatu (VT 37,427,301).

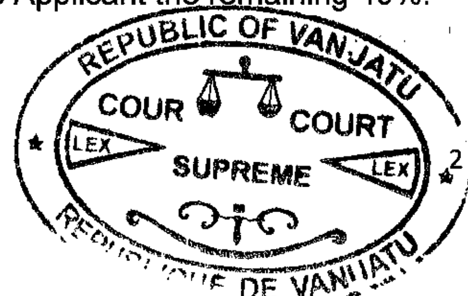
In October 2016 the deceased became very ill and was initially hospitalised in Port Vila. Due to the seriousness of his condition, the deceased was flown to New Caledonia by Medevac. Joel Hernandez passed away on the 22nd October, 2016. The Applicant claims that she incurred loss in being personally responsible for:

1. Unpaid salary for her expertise and skills used in running the business for the period of time she lived with the deceased.
2. VT 5 Million personal contribution invested in the business as referred to in her sworn statement of the 24th April, 2017.
3. The cost of purchase of cars from New Caledonia referred to in her sworn statement of the 29th June, 2017, paragraph 7.
4. Hospital and funeral expenses of the deceased.
5. Other Medical expenses.

The Applicant submits that the Estate of the deceased ought to pay her for the expenses she incurred during the deceased lifetime and following his death. She therefore applied for administration of the Estate of the deceased as a creditor.

Applicant's personal entitlement

The Applicant submitted that she entered into a relationship with the deceased since May 2012 and moved to Vanuatu in 2014 and stayed with Mr Hernandez until his death on the 22nd October, 2016. The deceased was the director of "Easy Car Limited" where he owned 51% of the Shares and the Applicant the remaining 49%.



It is to be noted that any discussion as to the entitlements of the Applicant are exclusive of her 49% shareholdership in the company which she retains absolutely. Discussion surrounding any entitlements owed to her are inclusive of the 51% shares of the deceased and any personal assets.

The Applicant has made no claim against the two leasehold titles 11/OF24/016 and 12/0913/349 of the deceased.

The Applicant's claim is as follows:

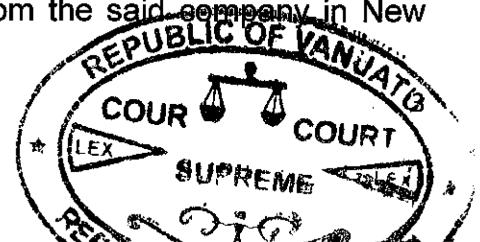
1. **Unpaid salary for her expertise and skills used in running the business. for the period of time she lived with the deceased**

The Applicant claims that she put her skills and expertise into running the business during the three years she was in a defacto relationship with the deceased and was never paid a salary. She claims unpaid salary based on a payslip submitted from "Caltrac SAS" her previous employer in New Caledonia. Her annual salary working with that company amounted to VT 4,075,050 per annum as referred to in paragraph 9 of her additional sworn statement of the 24th April, 2017. In paragraph 10 of her sworn statement of the 29th June, 2017 the Applicant stated that she believed her work and expertise contributed over a period of 4 years amounted to VT 16,300,200.

The Applicant at no point in her evidence referred to an oral agreement between herself and the deceased on the payment of salary. The Applicant in her sworn statement stated that she was working for the business for four years without a salary yet the matter of the payment of salary never seemed to have arisen during the lifetime of the deceased. With no corroborative evidence to substantiate this fact, this Court cannot believe or accept that there was in fact an agreement for payment of salary. I find that four years is a considerable amount of time for a reasonable person to have made a claim for unpaid salary and any failure to have done so either amounts to waiver of outstanding salary due or else suggest there was no oral agreement for payment of salary which would account for no claim having been made.

It is more plausible that as a shareholder the Applicant used her expertise and skills to help build the business. It is less plausible that, in addition to being a shareholder she was to be paid a salary for the use of those skills and expertise, particularly as she was in a defacto relationship with the deceased and would be less likely to have cultivated a commercial relationship with the deceased, trading her skills and expertise for a salary.

Further, at Paragraph 9 of her sworn statement of the 24th April, 2017 she stated that prior to her relationship with the deceased she was employed by Easy Car Limited at an annual salary of VT 4,075,050. She corrected this statement in her sworn statement of the 29th June, 2017 at paragraph 9 to state that she was employed by Caltrac SAS. The Applicant produced a salary slip from the said company in New



Caledonia. There is a colossal difference between the economies of New Caledonia, a French colony supported by France, with one of the largest economies in the South Pacific, and Vanuatu, an independent third world country economy.

It is therefore absurd for the Applicant to provide a salary slip from New Caledonia as evidence of wages lost asserting that she could or would be paid a similar or comparable salary in Vanuatu for the Court's consideration. A more realistic approach would have been to produce evidence of a similar position in Vanuatu and the salary it commanded. The Court does not accept this document to be a realistic indication of a salary the Applicant ought to have received or could have received in Vanuatu

Her claim for wages owed must fail for lack of proof.

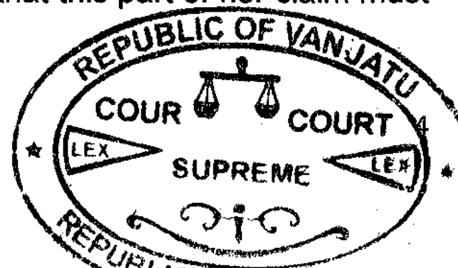
2. **VT 5 Million personal contribution invested in the company**

In a sworn statement dated 24th April, 2017 the Applicant claims VT 5,000,000 as personal contribution to the said company attaching a letter from Bred Bank advising VIPA of the amount debited on the 03rd September, 2015 from a personal account under her name. Paragraph 5 of the sworn statement of the 24th April, 2017 states that the contribution of VT 5,000,000 was for the setting up of the company. Having acquired a 49% shareholdership in the company the Court can only infer that that contribution secured her 49% share in the said company. I therefore find that the Applicant is not entitled to the reimbursement of the said amount from the Estate of the deceased having acquired shares for her contribution and any reimbursement of that would amount to unjust enrichment having already acquired and enjoyed all the benefits as a shareholder.

3. **The cost of purchase of cars from New Caledonia**

The Applicant claims payment for cars she bought in New Caledonia and shipped to Vanuatu which she says were lent to the business and for which she was never paid. This was referred to in her sworn statement of the 29th June, 2017, paragraph 7. The documents submitted were vehicle registration certificates and two invoices with no receipts for payment and a vehicle inspection in her name with recipient as Easy Car Limited. None of these documents stood as comprehensive proof of her ownership.

Further, there is no proof by way of written agreement that these vehicles were the personal assets of the Applicant and only on loan to the company and that there was an intention to be paid for them. The evidence presented is insufficient for the Court to determine this to be a legitimate expense owed to the Applicant. In the absence of such proof, the Court can only infer that the cars, having been shipped to Easy Car Limited and used by the company in its business, with no proof that they were on loan and the Applicant was to be paid for them, or that the funds for payment proceeded from her personal account, the Court finds that this part of her claim must fail.



4. Hospital Bills and Funeral Expenses

The rules applying to the funeral expenses to be paid by the Estate of the deceased is outlined in Part III, Section 6:[1]

(1) Subject to the provisions of the last preceding part hereof, the administrator on intestacy, the executor or the administrator with the will annexed, shall hold the property as to which a person dies intestate on or after the date of commencement of this Regulation on trust to pay the debts, funeral and testamentary expense of the deceased and to distribute the residue as follows: ....

The Applicant referred to the case of **In re Estate of Raupepe Fidelia**[2] where the above mentioned rule had been applied. In the case, the Appellant claimed that VT 200,000 from the deceased savings with the Vanuatu Teachers Union was used by the Respondent to pay for funeral expenses which deduction should have been reimbursed to the estate of the deceased. The Court of Appeal held that the said amount was used to pay for funeral expenses of the deceased and was therefore a proper use of estate money and should not be reimbursed.

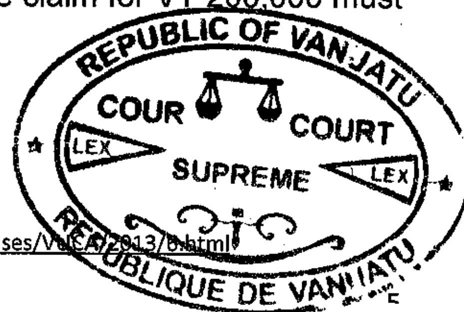
In line with the principle of this case, if the Applicant is able to show that her personal funds were used for funeral and medical expenses for the deceased she would be entitled to reimbursement by the estate.

The Applicant claims that she used her personal funds to pay for hospital and funeral bills for the deceased.

The Applicant's claim for hospital and funeral bills is as follows:

(i) Cost of Intensive care in Port Vila for VT 97, 175
(ii) Cost of Medivac to Noumea for VT 1,534,340
(iii) Cost of Hospitalisation in Noumea for VT 799,500
(iv) Funeral expenses (Mortuary fees) for VT 52,781

The Applicant in her further sworn statement of the 11th August, 2017 referred to a debit advice from Bred Bank account indicating that her personal account had been debited on the 25th July, 2017 in favour of a Berquet Serge for the amount of VT 200,000. The Applicant claims that this is for medical and hospital bills in New Caledonia. The deceased passed away on the 22nd October, 2016 and the amount was debited nine months later. Further, the debit having been made in favour of a Berquet Serge and the Court having no information as to the identity of this individual the Court cannot assume that this payment was for medical expenses as it could be a payment for anything. There is no indication as to who Berquet Serge is and why the said amount was paid to him. For failure to prove, the claim for VT 200,000 must fail.



[1] Queen's Regulation No. 07 of 1972
[2] In re Estate of Raupepe Fidelia [2013] VUCA 6, URL: http://www.paclii.org/vu/cases/VUCA/2013/6.html

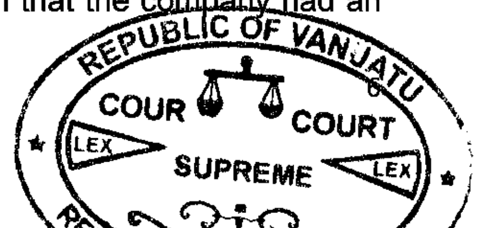
A further invoice from Eric Tortey, Medevac Manager, for the amount of XPF 1,500,000 approximately VT 1,687, 950 was submitted for medical expenses. In the account statement attached to invoice from Eric Tortey it showed that, VT 109, 150 had been debited from the Applicant's account on the 26th June, 2017 in favour of Eric Tortey. Two further debits had been made from the Applicant's account. One on the 21st December, 2016 for the amount of VT 80,000 and the transaction narrative being CAFAT NC-SUCCESSION HERNANDEZ JOEL. A further debit was made on the 22nd December, 2016 for VT 450,000 with transaction narrative being CAFAT NC-SUCCESSION HERNANDEZ JOEL. The Applicant refers to and states that the debited amounts with transaction narrative being CAFAT are payment to Medevac against the amount of XPF 1,500,000. The Applicant further submitted an Internet Banking statement showing a transfer dated 12th August, 2017 from an account under her name in the amount of XPF 500,000 approximatively VT 562,650 in favour of Gie Medevac NC Banque Caledonienne for Hernandez Joel. The Court notes that the statements of accounts submitted by the Applicant were made on different dates after the 22nd October, 2016. The invoice from Medevac has a clear conditional clause which stated that payment had to be made within 14 days. The Applicant submitted in her sworn statement that she is incrementally paying off those debts. Though the Applicant failed to provide proof of an agreement with the service providers validating her statement of incremental payments or establish the relationship between Medevac and CAFAT, the narration of all those transactions made reference to Hernandez Joel and this Court is prepared to accept that these payments totalling VT1, 201,800 were made from the personal funds of the Applicant for medical expenses in favour of Joel Hernandez and should be reimbursed by the Estate of the deceased.

5. Other Medical expenses

The Applicant further submitted account statements from an ANZ account under the name of "Easy Car Limited" with two debits of VT 53,800 and VT 40,000, both dated 28th December, 2016. The transaction narrative reads cheque withdrawal and both transactions had been circled and a handwritten note indicating "*Paramedical*". The Court presumes that these notes were written by the Applicant on her own statement. A further Bred Bank account statement was submitted from Easy Car Limited dated 25th October, 2016 indicating a cheque withdrawal in the amount of VT 95,000. The transaction was also circled with the handwritten note "payment *medipole Joel*" which is translated into English to "*Joel Medipole payment*".

To prove that these payments were made out for the purpose handwritten, the Applicant had to have provided confirmation from the Bank to show accordingly or as even better proof a copy of the cheque from the Bank. No such proof having been provided anything less would carry very little weight.

Further, the payments appear to have proceeded from Easy Car Limited and not the personal funds of the Applicant. There being no indication that the company had an



arrangement with its shareholders that the said company would meet medical costs of any shareholder it would mean that payments out of the company for medical expenses of the deceased would have to be deducted from his share of the company dividends. Consequently, the Applicant would be entitled to only 49% reimbursement of that amount equivalent to her shareholdership, being the amount of VT 92,512.

The Applicant in her sworn statement of 24th April, 2017 submitted a receipt from Centre Hospitalier dated 18th November, 2016 made in the name of Joel Hernandez with an amount of F.CFP 781 600 approximately VT 879,534 and a further receipt from the Municipal of Noumea for mortuary fees also made in the name Joel Hernandez amounting to 51,600 Francs approximatively VT 58,065. There was no proof submitted for the source of funds being from her personal account and therefore this Court cannot accept this evidence as it is insufficient and incomplete.

Division of the Assets of the Company

The Applicant, in a further submission filed on the 5th April, 2018 addressed the Court on the division of the assets of the Company whereby she claims she is entitled to the total assets of the company which is made up of cars and investment monies. The Applicant's claim is based on her contribution of VT 5 million which was addressed early on. Further, she submits that she is a 49% shareholder and refers to Article 32 of the Memorandum of Association as outlined below:

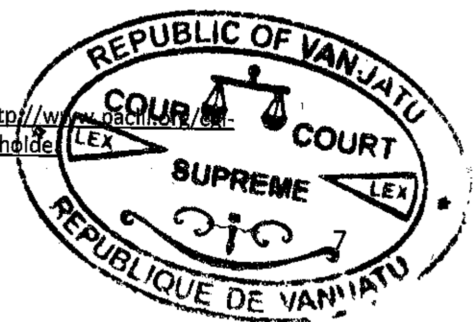
*"In case of the death of a member the survivor or survivors where the deceased was a **joint holder**, and the legal representatives of the deceased where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which has been jointly held by him with other persons."*

The Court interprets this clause as follows:

Is the Applicant a joint holder with the deceased of the shares in Easy Car Limited?

The Companies Act[3] does not define the terms "joint holder" and/or "sole holder". For guidance, I refer to the Supreme Court case of **Jacques v.Galinie**[4]. In this case, the claimants claimed, amongst other things, that they were "joint shareholders" of the company owned by the deceased. They submitted that the deceased assigned 600 shares to be held on trust for his children who consisted of the two claimants and the First Defendant to be shared equally among them. Each one was entitled to 200 shares. The evidence brought before the Court was an instrument demonstrating that the 600 shares were in fact held on trust for the beneficiaries, giving 200 shares to each.

[3] Companies Act No. 25 of 2012 of the Republic of Vanuatu
[4] Jacques v Galinie [2014] VUSC 138; Civil Case 46 of 2014 (26 September 2014), URL: http://www.paclii.org/cgi-bin/sinodisp/vu/cases/VUSC/2014/138.html?stem=&synonyms=&query=Joint%20shareholder



The copy of the company extract referred to in paragraph 15 of the further sworn statement of the Applicant of the 11th August, 2017 shows that the deceased has 51 shares and the Applicant 49 shares. The onus was on the Applicant to have provided an instrument substantiating her claim of joint holdership to convince the Court that she falls under Article 32 of the Memorandum of Association. In the absence of such proof, this Court finds that the Applicant is not a joint holder of the 51% shares with the deceased. Therefore, the 51% of shares cannot automatically be vested in her.

Is the Deceased a Sole Holder?

The Applicant having failed to show a joint shareholdership with the deceased, this Court finds that the 51% shares of the deceased were held solely by the deceased. Article 32 of the Memorandum of Association states that where the deceased is a sole shareholder, the company will recognise only the legal representative as having "any title to his interest in the shares".

A legal representative or Administrator for the estate of the deceased is determined under Section 7 of the Queens Regulation which provides that in the absence of a spouse, the next of kin in order of priority would be the children of the deceased. In this case the child of the deceased is a minor and his mother has no intention of applying to be administratrix of the Estate. She has consented to that role being carried out by the Applicant. While the Applicant is a limited administrator of the Estate of the deceased with a limited capacity, holding the legal interest to the Estate, she must therefore ensure that the sole beneficiary, the child of the deceased, receives all the benefits of the 51% shares of the deceased.

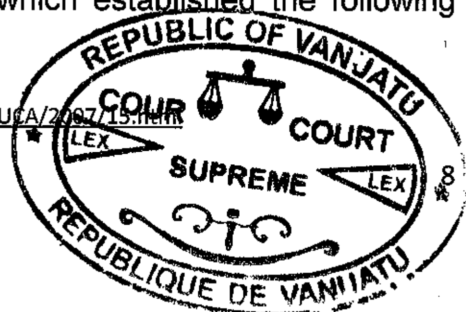
I note at paragraph 8 of the sworn statement of the 29th June, 2017 the Applicant stated that the company was wound up and its assets liquidated with her purchasing them to the amount of VT 30,000 and transferring the vehicles to her new business. The Court having found that the vehicles are the assets of the company Easy Car Limited this would amount to an unlawful transfer. The sole heir of the deceased therefore being his minor child, 51% of the assets liquidated to the amount of VT 30,000 and the vehicles of the company are to be put to the use and benefit of the minor child.

Case law discussion

The Applicant referred to certain cases in her submission which this Court will go through specifically to understand their relevance to this proceeding.

In the absence of statutory provision in Vanuatu dealing with property entitlement in defacto relationships this Court refers to the 2007 Court of Appeal case of **Mariango-v- Nalau**[5] submitted by the Applicant in which the Court of Appeal adopted the New Zealand approach to common law relating to property disputes as explained in ***Gilles v.Keogh [1989] 2 NZLR 327*** which established the following principle:

[5] Mariango-v-Nalau [2007] VUCA 15 ; URL: http://www.paclii.org/vu/cases/VUCA/2007/15.html

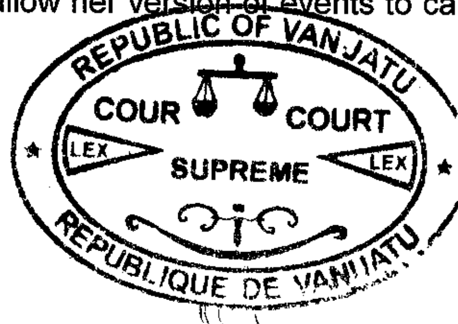


a) *Degree of sacrifice by the complainant, the extent to which he or she has given up other opportunities*
b) *The Value of contribution made to an asset by comparison to the benefits he or she had received. These contributions may be direct or indirect.*
c) *Even if sacrifices and contributions have been made the Claimant cannot succeed if a reasonable person in his or her shoes would have understood that the other party had beforehand positively declined to agree to any sharing of the property or payment of compensation*
d) *A simple monetary award, rather than the recognition of any interest in property may be an appropriate way of giving effect to reasonable expectation*

Firstly, the Applicant submitted that she had been working for the company since she gave up her job in New Caledonia on or about August 2014 and joined the deceased here in Vanuatu. The Applicant claims that she had made sacrifices by putting her skills and expertise into running the business for the period of time she was with the deceased. The Applicant did not show the Court how her involvement in the business prevented her from pursuing further career paths. Based on the facts of this case, the Applicant demonstrated no missed opportunities for other jobs. The Applicant did not address the Court on the opportunities she had given up once she was involved in the running of the business. It was not enough to simply say that she had missed opportunities. Further, the Applicant did not show that the deceased had coerced her into coming to Vanuatu which may have gone some way in establishing possible missed opportunities, that is, that she left her job in New Caledonia on the promises of a better opportunity in Vanuatu. On the contrary, she acquired shares in Easy Car Limited and having given no indication that the business was unsuccessful or unprofitable the Court would assume that it was, and that as a shareholder and defacto partner of the deceased would have enjoyed all the benefits of that success.

When the Applicant decided to leave New-Caledonia and join the deceased in Vanuatu, any reasonable person would have weighed all the advantages and disadvantages of such action prior to finally making a decision. The Applicant must have been aware of the consequences of her action and knowingly decided to come to Vanuatu. Therefore, this Court finds that the Applicant voluntarily left her job in New Caledonia to be with the deceased.

Having considered the principle established in the above mentioned case and the careful analysis of the facts, this Court finds that substantial information is missing from the submission of the Applicant to prove her case. The difficulty faced by this Court lies in the application being unopposed and the Applicant's statements being uncorroborated or untested under cross examination to allow the Court to have a clearer picture of the matter at hand and allow her version of events to carry greater weight before the Court.



The Applicant also referred to the case **of Grillio –v-Schwartze**[6] . The facts of this case radically differ from the present case. Similar to the ***Mariango***[7] *Case,* in the ***Grillio case***[8], both parties were alive at the date of hearing and in a de-facto relationship. The Claimant claimed entitlement to a share in the property she built with the Defendant. Parties presented their cases and the Court was able to reach a decision based on the evidence tested before it.

Unfortunately for the Applicant, the Court is faced with only one side of the story and left to decide on her entitlement from the Estate based only on facts presented by her. The Applicant therefore had a greater responsibility to ensure that facts presented were corroborated by independent parties and independent, almost unquestionable documentary evidence. While some of the information is of some relevance to the claim a substantial portion of the claim was lacking the essential proof to convince the Court of its legitimacy. Thus, the Court finds itself reaching a decision based only on information at hand.

Applicant's Locus Standi

Part IV- Grant of Letters of Administration[9]

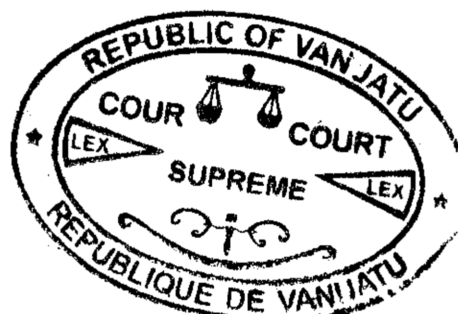
7. The Court may grant administration of the estate of a person dying intestate to the following persons (separately or conjointly) being not less than twenty- one years of age-

(a) the husband or wife of the deceased; or

(b) if there is no husband or wife to one or not more than four of the next of kin in order of priority of entitlement under this regulation in the distribution of the estate of the deceased; or

(c) any other person, whether a creditor or not, or there is no person entitled to a grant under preceding paragraphs of this section resident within the Jurisdiction and fit to be so entrusted , or if the person entitled aforesaid fails, when duly cited, to appear and apply for administration.

The deceased was not married but was in a de-facto relationship with the Applicant up till his death for almost 4 years. The deceased has a son, Damien Hernandez who is under the age of maturity. Damien Hernandez is cared for by his mother Sandrine Feyzeau who does not wish to apply for Letters of Administration on behalf of her son. The sworn statement of Corrine Hamer of the 24th May, 2017, made reference to a letter from Sandrine Feyzeau, mother of Damien Hernandez, consenting to the Applicant applying for the administration of the estate of the deceased.



6 Grillio –v-Schwartze (125 of 2009)
7 Supra, n.6
8 Supra, n.7
9 Queen's Regulation No.07 of 1972

The Queens Regulation Section 7 (c) gives a Creditor the authority to apply for the administration of the estate in the absence of a spouse and the next of kin. To be a Creditor, the Applicant must show the Court that the Estate of the deceased in fact owes her money. The Applicant had filed several documents to show the Court of the loss she claims to have incurred during the lifetime of the deceased. Having provided some proof of this loss this Court finds that the Applicant has standing and will maintain its order of the 5th April, 2018 to allow the Applicant limited administration of the estate.

Estate of the Deceased

This Court finds that the assets and liabilities of the Estate of the deceased are made up of:

Assets

i. Shares in the Company Easy Car Rentals- 51% shares
ii. Property Title No.11/OF24/016- valued at VT 136,500,000
iii. Property Title No.12/0913/349- valued at VT 44,487,441

Liabilities

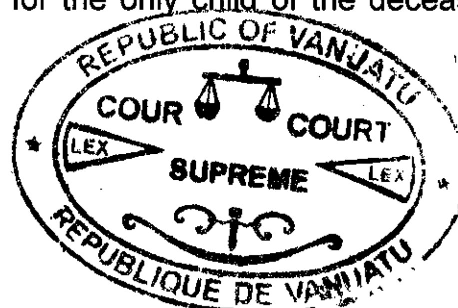
i. Mortgage held by Bred Bank on Property Title No. 11/OF24/016 in the amount of VT 37,427,301
ii. Mortgage held by Bred Bank on Property Title No. 12/0913/349 in the amount of VT 44,487,441
iii. Unpaid Child maintenance- VT 744,654
iv. Eric Tortey- Medevac- reimbursed to the Applicant - VT 109, 150
v. CAFAT NC-succession Hernandez Joel- reimbursed to the Applicant VT 80, 000
vi. CAFAT NC-succession Hernandez Joel- reimbursed to the Applicant VT 450,000
vii. Joel Hernandez- reimbursed to the Applicant -XPF 500,000 (VT 562,650)
viii. Other medical expenses reimbursed by Easy Car Limited- VT 92,512

Conclusion

The Applicant established that she is a Creditor under the Estate of the deceased and is therefore granted limited administration.

The payment of debts should be paid in order of priority set out below and the remainder of the Estate should be held on trust for the only child of the deceased until he reaches the age of majority.

Priority of Debt Payment



(i) Mortgages held by Bred Bank on Property Title Nos. 11/OF24/016 in the amount of VT 37,427,301 and Property Title No. 12/0913/349 in the amount of VT 44,487,441 respectively
(ii) Unpaid Child maintenance- VT 744,654
(iii) Eric Tortey- Medevac - reimbursed to the Applicant VT 109, 150
(iv) CAFAT NC-succession Hernandez Joel- reimbursed to the Applicant VT 80, 000
(v) CAFAT NC-succession Hernandez Joel- reimbursed to the Applicant VT 450,000
(vi) Joel Hernandez- reimbursed to the Applicant XPF 500,000 (VT 562,650)
(vii) Other medical expenses reimbursed by Easy Car Limited- VT 92,512

IT IS HEREBY ORDERED:

1. That Application for Letters of Administration granted to the Applicant on 5th April, 2018 as a creditor with limited capacity is continued.

2. That Applicant to pay debts in the following priority:

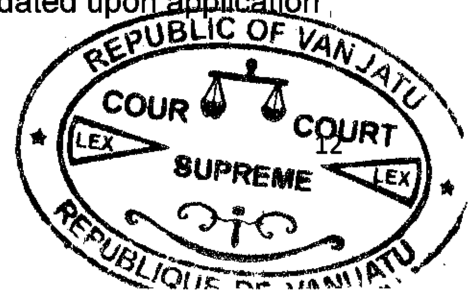
   (i) Mortgage held by Bred Bank on Property Title Nos. 11/OF24/016 in the amount of VT 37,427,301 and Property Title No. 12/0913/349 in the amount of VT 44,487,441 respectively
   (ii) Unpaid Child maintenance- VT 744,654
   (iii) Eric Tortey – Medevac – reimbursed to the Applicant VT 109,150
   (iv) CAFAT NC-succession Hernandez Joel- reimbursed to the Applicant VT 80, 00
   (v) CAFAT NC-succession Hernandez Joel- reimbursed to the Applicant VT 450,000
   (vi) Joel Hernandez- reimbursed to the Applicant XPF 500,000 (VT 562,650)
   (vii) Other medical expenses reimbursed by Easy Car Limited- VT 92,512

3. That vehicles transferred to the company Rent Me are to be returned as an asset of the estate of the deceased.

4. That the said vehicles are to be sold and 51% held on trust by the Applicant for the estate and the remaining 49% paid to the Applicant.

5. That any remainder of the estate to be held on trust by the Applicant for the child of the deceased.

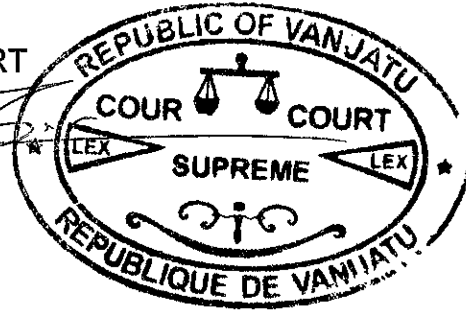
6. That any remaining assets of the estate are to be liquidated upon application to the Court by the Applicant for leave to do so.



7. That this matter is listed for a status update on the 12th November, 2018 at 9:00 a.m.

Dated at Port Vila this 10th day of August, 2018

BY THE COURT



MASTER