

**IN THE SUPREME COURT
OF THE REPUBLIC OF VANUATU**
(Civil Jurisdiction)

**Civil
Case No. 23/3234 SC/CIVL**

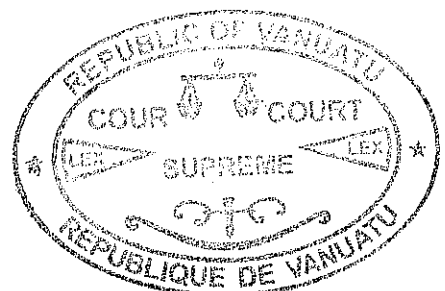
BETWEEN: AARON BONGMIAL HANGHANGKON
Claimant

AND: LANDS DEPARTMENT
Defendant

Date: *11th day of March, 2024*
Before: *Justice W. K. Hastings*
Distribution: *Claimant- Self-represented*
Ms. N. Robert for the Defendant

RULING ON STRIKE OUT APPLICATION

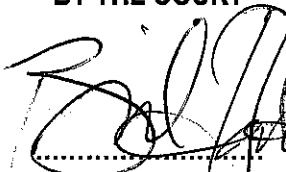
1. On 6 October 1992, when the Claimant's father, Aaron Hanghangkon, was alive, the Department of Lands, Survey and Records registered lease title 11/OB22/067 between the Minister of Lands as lessor and Aaron Hanghangkon Sr as lessee.
2. On 15 May 2013, Mr Hanghangkon transferred his interest as lessee to himself and the Claimant's brother, Hermon Hanghangkon. Both were registered as lessees.
3. After Mr Hanghangkon Sr died, the only surviving lessee was Hermon. The Department therefore registered the transmission of the lease to Hermon as the sole surviving lessee on 11 February 2021. Letters of administration were not granted to the Claimant until 22 February 2023, after the Deputy Master dealt with an objection to the grant from Hermon.
4. On 10 October 2022, the Department of Lands, Survey and Records registered a caution against lease 067 in favour of the Claimant.
5. On 15 November 2022, the Department wrote to Hermon informing him that a caution had been lodged by the Claimant.
6. On 17 May 2023, the Department wrote to the Claimant under s97(3) of the Land Leases Act [Cap. 163] telling him to either withdraw the caution or substantiate the claim within 30 days. This letter was not served on the Claimant until 17 August 2023, well after the 30 days the Claimant was given to either withdraw the caution or substantiate his claim. The Department did not, however, remove the caution from the register until 4 December 2023, not having heard from the Claimant.



7. The claim was filed on 23 November 2023. The Claimant claims damages of VT 20,000,000 for the loss of *"existing and future economic benefits from the aforementioned Leasehold Title."* The Claimant alleges the Department *"failed its duty of care to serve the Claimant when the Caution was effective"* and complains that the Department failed in its duty of care to serve the letter of 17 August 2023 before the 30 day period expired.
8. Ms Robert submitted the claim discloses no cause of action, and if the caution were allowed to remain, it would affect the registered lessee's interest.
9. I agree with Ms Robert. It is unfortunate that the letter of 17 August 2023 was not served on the Claimant until after the 30 days had expired, but on the other hand, it alerted the Claimant to the fact that he had either to withdraw the caution or substantiate the claim in order to prevent the removal of the caution. Three and a half months then went by before the caution was removed, giving the Claimant ample time to do what the law required him to do to prevent the caution's removal.
10. The Department did nothing wrong when it registered the transfer of the lease from his father to his father and his brother. The Department's delay in removing the caution allowed the Claimant time to contact the Department, and to press his case, but he did neither to protect his interest as administrator of his father's estate.
11. The claim is also poorly pleaded. It discloses no cause of action and no particulars as to how the amount claimed for damages is calculated.
12. For these reasons, the application to strike out the claim is granted.
13. The Claimant is strongly urged to instruct a registered lawyer.
14. Costs are awarded to the Defendant, to be taxed if they are not agreed.

DATED at Port Vila this 18th day of March, 2024

BY THE COURT


Justice W. K. Hastings

