

**REPUBLIC OF VANUATU  
OFFICE OF THE OMBUDSMAN**

**PUBLIC REPORT**

**ON THE**

**GRANTING OF LEASES BY THE FORMER  
MINISTER OF LANDS MR PAUL BARTHELEMY  
TELUKLUK TO HIMSELF, FAMILY MEMBERS AND  
WANTOKS**

**22 April 1999**

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**PUBLIC REPORT ON THE GRANTING OF LEASES  
BY THE FORMER MINISTER OF LANDS MR PAUL BARTHELEMY TELUKLUK  
TO HIMSELF, FAMILY MEMBERS AND WANTOK**

**PREAMBLE**

*"Thou hast greedily gained of thy neighbours by extortion and have forgotten me saith the Lord God..."*

*Ezekiel 22 v 12*

This yet again we are confronted by evidence of leaders conspiring to defraud not only private individuals but the public by carefully plotting to increase their own personal wealth and assets by systematically pursuing dishonest courses of action and by misusing their public official positions to break the law, enrich themselves and to defraud others of their rights.

**SUMMARY**

Public Report is about how 15 land titles were improperly allocated by the Former Minister of Lands and now Minister of Ni-Vanuatu Business Mr. Paul Barthelemy Telukluk to himself, Members of his Family and wantoks (people of his island community). This report highlights the need for a proper policy governing the lease of Government Lands and Customary lands to ensure that they are done according to constitutional rights and Leadership Code obligations, and that actual market values are used.

The Ombudsman decided to investigate into this distribution of titles following several complaints lodged by members of the public. These complainants, having been allocated a block of land by the Department of Lands, had seen their land then given by Minister of Land Telukluk to members of his family or wantoks before the full process was finalised.

As Minister of Lands between 1992 and 1996, Mr. Telukluk had the legal power to sign land leases on behalf of the government, for public lands and lands under the management or control of the government. This also gave Mr. Telukluk the ultimate power to approve or determine the premium charged for leases.

During his term, Mr. Telukluk assigned 15 titles to himself, members of his family and wantoks:

- without requiring applications to lease
- without obtaining the application fee
- without using the ULLSC or RLLSC to consider the application
- in 5 cases ignoring previous recommendations of these Committees or other legal interests in the title (one approved applicant had even paid a deposit on the title)
- in 8 cases without requiring negotiator's certificates as required by s. 6 of the Land Reform Act
- in 7 cases granting negotiator's certificates himself without the recommendation of the ULLSC or RLLSC
- without obtaining proper valuations
- in 5 cases, without charging any premium at all on the leases
- in 5 cases, without requiring the premium to be paid before the leases were registered
- in 3 cases, having the documents prepared in Vila even though the land was in Luganville
- in 2 cases, signing the lease 2 days after he ceased to be the Minister of Lands with this power

The total of the lease premiums of the 15 properties was 6.608.960 Vatu, however only 5.125.800 Vatu was collected. The privately estimated market value of the 15 properties at the time the leases were granted, is approximately 27.818.100 Vatu. This shows a loss of **over 22 million Vatu** to the people of Vanuatu.

Mr. Telukluk assigned five (5) of these titles to himself. On four of the leases there was no premium on the lease. The premium of the fifth lease was 4.012.550 Vatu, however the privately estimated value is approximately 7.500.000 Vatu, almost double what was paid. The privately estimated market value of the entire 5 properties at the time the leases were granted, is approximately 15.647.650 Vatu, saving Mr. Telukluk over 11 million Vatu at the people's expense.

The Ombudsman found that Mr. Telukluk's conduct was **unjust and contrary to Art. 5(1)(k) of the Constitution**, because he gave himself and people close to him preferential treatment to obtain leases at cheap prices; other people of Vanuatu were not treated equally. With respect to 4 titles acquired for himself for free, the Ombudsman found this conduct to be misappropriation. The Ombudsman also found that Mr. Telukluk breached **each and every section of the Leadership Code in the Constitution**:

- Art 66(1)(a): Mr. Telukluk had a **conflict of interest** with respect to the 15 leases described in this report. Since he, or a member of his family or his wantok, would benefit from a decision to grant a lease, Mr. Telukluk should not have acted in regards to these leases. In the most obvious conflict, he signed 5 leases on behalf of both parties: on behalf of the government, and on behalf of himself personally.
- Art 66(1)(a): One of Mr. Telukluk's official duties as Minister responsible for Lands was to execute leases on behalf of the Government of Vanuatu. Mr. Telukluk did not exercise this power fairly, and placed himself in a position in which the **fair exercise of this official duty was compromised**.
- Art 66(1)(b): The extent to which Mr. Telukluk ignored procedures and acted in favour of himself and those connected to him, in a clear conflict of interest, serves to lower the status of the position of Minister responsible for Lands. In this way, Mr. Telukluk **demeaned his position**.
- Art 66(1)(c)&(d): Mr. Telukluk's conduct in obtaining government property for himself and others without following established procedures, such that over 27 million Vatu of property was granted for just over 5 million Vatu received, brings Mr. Telukluk's **integrity** into question. This also **endangers respect for and confidence in the integrity of the Government** of Vanuatu, both internally and internationally.
- Art 66(2): Mr. Telukluk clearly **used his ministerial position for his own personal gain**. He acquired 4 properties for free (value over 8 million vatu), and 1 property at almost half its market value. He did not follow any of the established procedures to obtain these properties, and he signed these leases as both the lessee and the lessor!

The Ombudsman also found that the administrative practice and the law are defective, because there is no clear, mandatory policy to ensure that Government lands are leased fairly and at appropriate prices.

The Ombudsman's recommendations include:

- Minister and Director-General of Lands to establish a comprehensive, mandatory policy ensuring the proper and fair lease of Government lands at real market value, which respects the Constitution and maximizes revenue to benefit the people of Vanuatu
- Minister of Lands to request the State Law Office to take all possible legal action to reverse the lease transactions made contrary to law
- Public Prosecutor and Commissioner of Police to consider prosecution of Mr. Telukluk for misappropriation of four land titles
- Removal of Mr. Telukluk from the Council of Ministers based on his conduct and violations of the Leadership Code.

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## 1. JURISDICTION

- 1.1 The Constitution and the Ombudsman Act allow me to look into the conduct of government, related bodies, and Leaders. This includes the former Minister of Lands, Mr. Paul Barthelemy Telukluk.

## 2. PURPOSE, SCOPE OF INVESTIGATION AND METHODS USED

- 2.1 The purpose of this report is to present my findings as required by the Constitution and the Ombudsman Act.
- 2.2 The scope of this investigation is to establish the facts about the granting of leases by the former Minister of Lands, and to determine whether the conduct of Mr Telukluk was proper and whether there are defects in the administrative practice of the Department of Lands.
- 2.3 This Office collects information and documents by informal request, summons, letters, interviews and research. In this inquiry, because of a concern about undervaluation of leases, this Office also obtained private valuations of all the relevant lease titles from three independent real estate agencies, who provided estimates of the values at the date of the lease.

## 3. RELEVANT LAWS, REGULATIONS AND RULES

### 3.1 CONSTITUTION OF THE REPUBLIC OF VANUATU

#### CONDUCT OF LEADERS

- 66.(1) Any person defined as a leader in Article 67 has a duty to conduct himself in such a way, both in his public and private life, so as not to-
- (a) place himself in a position in which he has or could have conflict of interests or in which the fair exercise of his public or official duties might be compromised;
  - (b) demean his office or position;
  - (c) allow his integrity to be called into question; or
  - (d) endanger or diminish respect for and confidence in the integrity of the Government of the Republic of Vanuatu.
- (2) In particular, a leader shall not use his office for personal gain or enter into any transaction or engage in any enterprise or activity that might be expected to give rise to doubt in the public mind as to whether he is carrying out or has carried out the duty imposed by subarticle (1).

#### DEFINITION OF A LEADER

67. For the purposes of this Chapter, a leader means the President of the Republic, the Prime Minister and other Ministers, members of Parliament, and such public servants, officers of Government agencies and other officers as may be prescribed by law.

### 3.2 CONSTITUTION OF THE REPUBLIC OF VANUATU

#### FUNDAMENTAL RIGHTS AND FREEDOMS

5. (1) The Republic of Vanuatu recognizes, that, subject to any restriction imposed by the law on non-citizens all persons are entitled to the following fundamental rights and freedom the individual without discrimination on the grounds of race, place of origin,

religious or traditional beliefs, political opinion, language, or sex but subject to respect for the right and freedom of others and to the legitimate public interest in defiance, safety, public order, welfare and health-

- (k) Equal treatment under the law or administrative action...

### 3.3 LAND LEASE ACT CAP 163

#### LEASE

41. Save as otherwise expressly provided in the lease and subject to any written law, there shall be implied in every lease the agreement by the lessee with the lessor binding the lessee-
- (a) to pay the rent reserved by the lease at the times and in the manner specified there in;

### 3.4. LAND REFORM ACT CAP 123

#### CERTIFICATE OF REGISTERED NEGOTIATOR

- 6.(1) No alienator or other person may enter into negotiations with any custom owners concerning land unless he applies to the minister and receives a certificate from the minister that he is a registered negotiator.

### 3.5 PROCEDURE FOR LEASE OF RURAL LAND AND URBAN LAND

The Department of Lands' procedure has been in use since immediately after independence in 1980 after the establishment of the Department of Lands and the enactment of the relevant legislation in particular the Land Reform Act, the Alienated Land Act and the Land Leases Act.

The normal procedure to get a lease is simply to begin by identifying the land of your interest.

Then you have to apply to the Minister responsible for the land matters to be issued a Certificate of Registered Negotiators as stated in Section 6 of the Land Reform Act Cap. 123.

The Minister has established two advisory bodies, the Urban Land Lease Selection Committee ("ULLSC") and the Rural Land Lease Selection Committee and they are responsible for receiving and screening all applications for land leases in the urban sectors and rural area and to make recommendations to the Minister. These advisory bodies consist of: An officer from Attorney General's office, an officer from Physical Planning Office, an officer from the Municipality and officers from Department of Lands.

The application does not go directly to the Minister as the Minister has created the committee to screen all applications.

Upon reviewing the ULLSC's and RLLSC's recommendations the Minister issues the negotiators certificate to the applicant to start negotiating for the land.

The certificate is basically a permit to allow the applicant to negotiate with the Custom Owners of the Custom Land, or the Minister of Lands who acts on behalf of disputing claimants or unidentified Custom Owners, or the Minister of Lands in the case of Public Land.

A survey plan of the site under negotiation is then requested to be prepared, which is an essential element for the creation and execution



of a registrable land lease. A valuation is also requested by the Department of Lands before the lease is executed in order for the lessee to pay for the premium.

A lease instrument is prepared and subsequently executed by the lessee and the owner or the Minister in the case of Public or disputed land.

A lease is then registered in accordance with the Land Lease Act Cap 163 at Department of Land Records.

### 3.6 PENAL CODE

123. A person commits misappropriation of property who destroys, wastes, or converts any property capable of being taken which has been entrusted to him for custody, return, accounting or any particular manner of dealing (not being a loan of money or of monies for consumption).

## 4. OUTLINE OF EVENTS

- 4.0 Mr Paul Telukluk became Minister of Lands in 1992 when the Union of Moderate Party came into power. According to Deputy Clerk of Parliament Emiliano Bouletare, Mr Telukluk lost this position on 20 February 1996, when Mr William Edgel was given the portfolio upon a change of Prime Minister. While Minister of Lands, Mr Telukluk had the legal power to sign land leases on behalf of the government. In 15 cases, Mr Telukluk used this power to sign land leases in favour of himself, members of his family and wantoks.

### 4.1 LEASE TITLE NO. 11/OB24/050 - MR TELUKLUK

- 4.1.1 On 15 February, 1994, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to himself. (see appendix 1 and 2).
- 4.1.2 The block of land of 1225m<sup>2</sup> is situated at the corner of Eluk road and Rue de Anjou at Nambatu District. On this land is a house with a surface of 162 m<sup>2</sup>, with a solid construction of concrete block comprising 3 bedroom, 1 toilet, covered terrace, and carport with laundry corner and Adjoining small studio.
- 4.1.3 With respect to this lease, there was:
- no application submitted by Mr Telukluk
  - no application fee paid to the Government
  - no recommendation from the ULLSC in favour of Mr Telukluk
  - no Negotiators Certificate granted to Mr Telukluk
  - a lease premium of 4.041.250 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 6.960.000 Vatu by one agency and 8.000.000 Vatu by another ( see page 9)
- 4.1.4 Mr Telukluk obtained a mortgage loan from the Vanuatu National Provident Fund to pay the lease premium. The total amount of money that Mr Telukluk borrowed from VNPF was 4.873.713 vatu.

### 4.2 LEASE TITLE NO. 03/OH72/012 - MR TELUKLUK

- 4.2.1 On 30 December, 1994, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to himself (see appendix 3 and 4).
- 4.2.2 This is a block of land 1336m/sq and is situated at Saint Louis Luganville Santo. There had been a registered alienator for this land, as Mr Telukluk had advised the Luganville Urban Land Office in 1992, yet apparently no lease was ever granted in favour of the alienator.

4.2.3 With respect to this lease, there was:

- no application submitted by Mr Telukluk
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Mr Telukluk
- a negotiator's Certificate dated 12.12.97 signed by himself, Honourable Paul Barthelemy Telukluk
- a premium of 1.336.000 Vatu is valued by the Valuation Department however no premium was charged for the lease
- no premium charged for the lease, even though a private assessment of the value of this title at the same date was 868.400 Vatu ( **see page 9**).
- lease documents prepared in Vila even though the title was under the responsibility of the Luganville Urban lands office

#### 4.3 LEASE TITLE NO. 03/0174/028 - MR TELUKLUK

4.3.1 On 22 February, 1996, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to himself. Mr Telukluk signed as Minister responsible for Lands even though his position as Minister was terminated on 20 February 1996 (**see appendix 5 and 6**).

4.3.2 It is a block of land of 908m/sq and is situated at D'entrcasteaux Street, next to Awa Store at Luganville Santo.

4.3.3 With respect to this lease, there was:

- no application submitted by Mr Telukluk
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Mr Telukluk
- no Negotiators Certificate granted to Mr Telukluk
- no premium charged for the lease, despite an initial premium of 1.362.000 Vatu which was crossed out on the Lease. A private assessment of the value of this title at the same date was 740.250 Vatu.
- lease documents prepared in Vila even though the title was under the responsibility of the Luganville Urban lands office.

4.3.4 The alienator of this title was late Mr Lopo, whose interest was legally represented by co-administrators Mrs Alice Lopo (widow) and Mr Andrew Lo (son). Mr Lo relinquished his father's right to lease the land in favour of Mr Telukluk without the knowledge or consent of Mrs Alice, and at the same time Mr Telukluk granted Mr Lo another alienated property at no premium.

4.3.5 The yearly rent for this title is 27.240 Vatu. Mr Telukluk has not paid the rent to the government since the acquisition of this land, and the Department of Lands has not taken action to obtain these rents or return the lease to the government. Mr Telukluk thus owes over 80.000 Vatu in arrears of rent.

#### 4.4 LEASE TITLE NO. 12/0912/104 - MR TELUKLUK

4.4.1 On 11 January, 1996, this lease of rural land under the management and control of the government was granted by Mr Telukluk, on behalf of the Government of Vanuatu, to himself ( **see appendix 7 and 8**).

4.4.2 This is a block of land of 3106m/s and is situated at Emden Lagoon (2nd lagoon). The title was owned by the Société de la Mission Catholique des Nouvelle-Hebrides prior to Independence.

4.4.3 With respect to this lease, there was:

- no application submitted by Mr Telukluk
- no application fee paid to the Government

- no recommendation from the RLLSC in favour of Mr Telukluk
- no Negotiators Certificate granted to Mr Telukluk
- no valuation done by the Valuation Department
- no premium charged for the lease, even though a private assessment of the value of this title at the same date was 4.659.000 Vatu ( **see page 9**).

4.4.2 The yearly rent for this title is 6.200 Vatu. Mr Telukluk has not paid the rent to the government since the acquisition of this land, and the Department of Lands has not taken action to obtain these rents or return the lease to the government. Mr Telukluk owes over 18.000 Vatu in arrears of rent.

#### **4.5 LEASE TITLE NO. 12/0921/104 - MR TELUKLUK**

4.5.1 On 22 February, 1996, this lease of rural land under the management and control of the government was granted by Mr Telukluk, on behalf of the Government of Vanuatu, to himself. Mr Telukluk signed as Minister responsible for Lands even though his position as Minister was terminated on 20 February 1996 ( **see appendix 9 and 10**).

4.5.2 This is a vacant block of land and is situated at Teouma Road on the road to the dump site. This is an Agricultural Lease for 75 years, part of the same property which was owned by the Societe de la Mission Catholique de Nouvelle Hebrides prior to independence.

4.5.3 With respect to this lease, there was:

- no application submitted by Mr Telukluk
- no application fee paid to the Government
- no recommendation from the RLLSC in favour of Mr Telukluk
- no Negotiators Certificate granted by Mr Telukluk
- no valuation done by the Valuation Department
- no premium charged for the lease, even though a private assessment of the value of this title at the same date was to be 1.900.000 ( **see page 9**).

4.5.4 The yearly rent for this lease is 3.200 Vatu. Mr Telukluk has not paid the rent to the government since the acquisition of this land, and the Department of Lands has not taken action to obtain these rents or return the lease to the government. Mr Telukluk owes over 9.000 Vatu in arrears of rent.

#### **4.6 LEASE TITLE NO. 11/OF24/042 - MR MRS CELINE TELUKLUK**

4.6.1 On 24 September, 1995, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Mrs Celine Telukluk, his wife.

4.6.2 It is a block of land of 1759 m/s and is situated along the one way road from Tennis/Stade Street to Ministry of Education

4.6.3 With respect to Mrs Telukluk's lease, there was:

- no application submitted by Mrs Telukluk
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Mrs Telukluk
- no Negotiators Certificate granted to Mrs Telukluk
- a lease premium of only 527.000 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 2.110.100 Vatu by one agency, and 1.583.100 Vatu by another ( **see page 9**).

4.6.4 Mrs Telukluk has never paid the premium of 527.000 Vatu despite being advised by the Department of Lands that this was required before signing the lease. Nevertheless, the lease was signed and later registered, and in fact the unpaid premium was never recorded in or followed up by the Accounts Section of the Department of Lands.



4.6.5 The yearly rent for this lease is 6.270 Vatu. Mrs Telukluk has not paid the rent to the government since the acquisition of this land. The Department of Lands has not taken action to obtain these rents or the premium, nor have they taken action to return the lease to the government for non-payment.

4.6.6 Mrs Telukluk owes over 547.000 Vatu in unpaid premium and rents on this title.

#### **4.7 LEASE TITLE NO. 11/OF31/084 - MR TELUKLUK**

4.7.1 On 10 May, 1994, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Mrs Celine Telukluk, Gerard Tailemb, Mr Edmond Rory, Mr Charlot Rory and Mr Feriam Maleb acting as the Trustee for the community of Vao. Mr Telukluk is also a member of the community of Vao, his home island of Malekula.

4.7.2 This is a vacant block of land of 2322 ms and is situated along the main road of Fresh Water opposite the cemetery.

4.7.3 With respect to this lease, there was:

- no application submitted
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of this group
- no Negotiators Certificate granted to this group
- a lease premium of only 417.960 as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 2.090.000 Vatu by one agency, and 2.089.800 Vatu by another (**see page 9**).

4.7.4 The premium of 417.960 Vatu was not fully paid as required. To date, only 20.000 Vatu has been paid towards the premium.

4.7.5 The yearly rent for this title is 6.960 Vatu. This trustee has not paid the rent to the government since 1996, and owes over 20.000 Vatu in arrears of rent. The Department of Lands has not taken action to obtain the outstanding rents or premium, nor have they taken action to return the lease to the government for non-payment.

#### **4.8 LEASE TITLE NO. 11/OF32/007 - VICTOR TELUKLUK**

4.8.1 On 31 May, 1995, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Victor Telukluk, his son.

4.8.2 This title is a vacant block of land of 775 ms and is situated at the top of Fresh Water new allotment.

4.8.3 With respect to Victor Telukluk's lease, there was:

- no application submitted by him
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Victor Telukluk
- a Negotiators Certificate granted by Mr Telukluk to his son directly, without screening by his Committee.
- a lease premium of only 310.000 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 775.000 Vatu by one agency, and 697.500 Vatu by another (**see page 9**).

4.8.4 Victor Telukluk paid an amount of 232.000 Vatu for this lease in 1996 after a warning sent by the Department of Lands. Somehow the Accounts Section of the Department Lands recorded a premium of only 232.000 Vatu, so that it appears on the records as though Victor Telukluk has fully paid his premium. However, the lease requires Mr Victor Telukluk to pay 310.000, and he therefore continues to owe the government the amount of 78.000 Vatu on the premium. No action has been taken to obtain this outstanding amount, and the land was subsequently transferred by Victor Telukluk to his sister in 1997 for 300.000 Vatu.



#### **4.9 LEASE TITLE NO. 11OF32/008 - MARCELINO TELUKLUK**

4.9.1 On 31 May, 1995, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Marcelino Telukluk, his son.

4.9.2 This lease title is a vacant block of land of 387 ms and is situated at the top of Fresh Water new allotment, next to the title granted to his brother Victor.

4.9.3 With respect to this lease, there was:

- no application submitted by Marcelino Telukluk
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Marcelino Telukluk
- a Negotiators Certificate granted by Mr Telukluk to his son directly, without screening by his Committee.
- a lease premium of only 338.800 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 833.000 Vatu by one agency and 753.000 Vatu by another (**see page 9**).

4.9.4 Marcelino Telukluk paid a total of 251.000 Vatu for this lease in 1995 and 1996. Somehow the Accounts Section of the Department of Lands recorded a premium of only 251.000 Vatu, so that it appears on the records as though Marcelino Telukluk has fully paid his premium. However, the lease requires Mr Telukluk to pay 338.000 Vatu, and he therefore continues to owe the government the amount of 87.000 Vatu on the premium. No action has been taken to obtain this outstanding amount (**page 9**).

4.9.5 Marcelino Telukluk obtained this title even though others were interested in it. Using the proper departmental procedures, Mr Willie Harrison Charlie applied for this title before Marcelino Telukluk was issued a Negotiator Certificate. His application was approved by the committee (ULLSC) at their 27 and 28 July 1992 meeting, however he was never issued a certificate of registered negotiator as recommended by the committee. Despite this recommendation, Mr Telukluk issued a certificate of registered negotiator to Mr Reuben Tamata on 10 February 1995 without following the established procedure. Mr Telukluk went on to grant his son a negotiator's certificate and lease in May 1995, even though Mr Charlie had been approved by the ULLSC, and Mr Tamata actually had a valid negotiator's certificate.

#### **4.10 LEASE TITLE NO.11/OF32/009 - SERGE MAHE**

4.10.1 On 22 June, 1995, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Telukluk dit Mahe Serge Alain ("**Serge Mahe**"), his son.

4.10.2 This lease title is a vacant block of land of 931 ms and is situated at the top of Fresh Water new allotment, next to the 2 titles previously discussed.

4.10.3 With respect to this lease, there was:

- no application submitted by Serge Mahe
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Serge Mahe
- a Negotiators Certificate granted by Mr Telukluk to his son directly, without screening by his Committee.
- a lease premium of only 372.400 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 930.000 Vatu by one agency, and 837.900 Vatu by another (**see page 9**).

4.10.4 There is no record of whether the premium has been paid on this lease, as the documents were missing from the Department of Lands.

#### **4.11 LEASE TITLE NO. 11/OF32/017 - PANIEL CAMILLO AND ELIANE**

4.14.1 On 13 September, 1995, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Mr Paniel Camillo and his wife Mrs Paniel Eliane. Mr Telukluk is related to Mr Paniel as a brother in law and Mrs Paniel's mother is from Vao, the same island that Mr Telukluk comes from. Mr and Mrs Paniel are both members of the Union of the Moderate party.

4.11.2 This lease is a vacant block of land of 651 ms and is situated at Fresh Water new allotment.

4.11.3 With respect to this lease, there was:

- no application submitted by Mr or Mrs Paniel
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Mr or Mrs Paniel
- a Negotiators Certificate granted by Mr Telukluk on 10 May 1995 directly, without screening by the Committee.
- a lease premium of only 160.000 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 800.000 Vatu by one agency, and 720.000 Vatu by another (**see page 9**).

#### **4.12 LEASE TITLE NO.11/OF33/072 - SILVESTER MELTETAKE**

4.12.1 On 13 September, 1995, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Mr Silvester Meltetake, his cousin. Mr Telukluk's father is the brother of Mr Meltetake's father.

4.12.2 This lease is a vacant block of land of 651 ms and is situated at Fresh Water new allotment. It is parcel of land on top of the main road with good breeze and small view of Vila harbour on the background.

4.12.3 With respect to this lease, there was:

- no application submitted by Mr Meltetake
- no application fee paid to the Government by Mr Meltetake
- no recommendation from the ULLSC in favour of Mr Meltetake
- a Negotiators Certificate granted by Mr Telukluk to Mr Meltetake directly, without screening by the Committee.
- a lease premium of only 162.000 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 800.000 Vatu by one agency, and 585.900 Vatu by another (**see page 9**).

4.12.4 Mr Meltetake obtained this title even though there was another applicant. Using proper departmental procedures, Mr Willie Neman applied for this lease before Mr Meltetake was issued a certificate of registered negotiator. His application was approved by the committee (ULLSC) on 27 and 28 July 1992, but he was never issued a certificate of registered negotiator.

#### **4.13 LEASE TITLE NO. 03/OJ101/101 - JEAN-PAUL LAMOUREUX**

4.13.1 On 12 January, 1993, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Mr Jean Paul Lamoureux, an uncle of Mr Telukluk's wife.

4.13.2 This is a block of land of 1024 ms with a very old house upon it, and is situated opposite Chapuis Stadium, at Luganville Santo.

4.13.3 With respect to this lease, there was:

- an application submitted by Mr Lamoureux
- an application fee paid to the Government
- a recommendation from the ULLSC in favour of Mr Lamoureux

- no Negotiators Certificate granted to Mr Lamoureux
- no valuation done by the Valuation Department
- no premium charged for the lease, even though a private assessment of the value of this title at the same date was 502.000 Vatu (**see page 9**).
- lease documents prepared in Vila even though the title was under the responsibility of the Luganville lands office
- lease document prepared in Vila even though the title was under the responsibility on the Urban Land Office

4.13.4 The Alienator of the said land is PECCARD Paul and his alienatorship was still recognised.

4.13.5 Mr Joseph Poindy having some relationship with the alienator was given the right to occupy the land, maintaining and paying all fees levied on this property since 1980. Mr Poindy showed strong interest in this property as a second round applicant sometime in 1992. The Urban Land Lease Selections Committee deferred Mr Poindy's application on reasons that there are improvements on the property and also to find out whether there are other people whom the alienator may have given the right to this property. Furthermore a 30 day notice should be served on the alienator.

4.13.6 Mr Jean Paul Lamoureux also lodged an application, for the same and was granted approval in July 1992.

#### **4.14 LEASE TITLE NO. 11/OF33/076 - DANIEL TAMATH**

4.14.1 On 12 February, 1996, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Mr Daniel Tamath, his wantok from Malekula.

4.14.2 This Lease title is a vacant block of land of 650 ms and is situated at the top of Fresh Water new allotment.

4.14.3 With respect to this lease, there was:

- no application submitted by Mr Tamath
- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Mr Tamath
- a Negotiators Certificate granted by Mr Telukluk to Mr Tamath directly, without screening by his Committee.
- a lease premium of only 129.000 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 800.000 Vatu by one agency, and 585.000 Vatu by another (**see page 9**).

4.14.4 Mr Tamath obtained this title even though there was another applicant. Using proper procedures, Mr Eric Festa applied for this lease before Mr Tamath was issued a certificate of registered negotiator. His application was approved by the committee (ULLSC) on 27 and 28 July 1992, but he was never issued a certificate of registered negotiator. Mr Festa deposited an amount of 42.740 Vatu for the above title, however the Department of Lands has still not refunded his money since the title was allocated to Mr Tamath.

#### **4.15 LEASE TITLE NO. 11/OE33/068 - MALTOCK JULES AND JOSIANE**

4.15.1 On 3 May, 1995, this lease of public land was granted by Mr Telukluk on behalf of the Government of Vanuatu, to Mr Jules Maltock and Mrs Josiane Maltock. Mrs Maltock is Mr Telukluk's niece. Both Mr and Mrs Maltock worked for Mr Telukluk at this time (Mrs Maltock as a housegirl and Mr Maltock as his driver).

4.15.2 This is a block of land of 635 ms and is situated at the new allotment of Fresh Water on top of Champagne Estate.

4.15.3 With respect to this lease, there was:

- no application submitted by Mr or Mrs Maltock

- no application fee paid to the Government
- no recommendation from the ULLSC in favour of Mr or Mrs Maltock
- a Negotiators Certificate granted by Mr Telukluk to Mr and Mrs Maltock directly, without screening by the Committee.
- a lease premium of only 159.250 Vatu as valued by the Valuation Department, whereas private assessment of the value of this title at the same date was 850.000 Vatu by one agency, and 573.300 Vatu by another (**see page 9**).

4.15.4 Mr and Mrs Maltock obtained this title even though there was another applicant. Using proper procedures, Mr Charlie Johnson applied for this lease and was approved by the committee (ULLSC) on 6 November 1991. He was issued a certificate of registered negotiator by former Minister of Lands Mr Daniel Nato on 15 November 1991. Mr Johnson was told by an officer at the Department of Lands not to make any payment until the electricity and the water were installed in that area. Mr Johnson did not get any reply from the Department to confirm that the work was completed, until 1995 when he found out that the land was allocated to Mr and Mrs Maltock.

#### 4.16 SUMMARY OF VALUES OF THESE TITLES

4.16.1 As shown by the summary below, Mr Telukluk's favouritism toward family and wantoks and his failure to obtain market value for government lands resulted in a loss to the people of Vanuatu of approximately **22.692.300 Vatu**. The benefit to Mr Telukluk personally is approximately **11.635.100 Vatu**, money that rightfully belongs to the government.

| LEASE HOLDER        | PREMIUM on Lease | PREMIUM actually paid | MARKET VALUE (Average where 2 valuations done) |
|---------------------|------------------|-----------------------|--|
| Paul Telukluk       | 4.012.550        | 4.012.550             | 7.480.000                                      |
| Paul Telukluk       | Nil              | Nil                   | 868.400  |
| Paul Telukluk       | Nil              | Nil                   | 740.250  |
| Paul Telukluk       | Nil              | Nil                   | 4.659.000                                      |
| Paul Telukluk       | Nil              | Nil                   | 1.900.000                                      |
| <b>SUB-TOTAL</b>    | <b>4.012.550</b> | <b>4.012.550</b>      | <b>15.647.650</b>                              |
| Celine Telukluk     | 527.000          | Nil                   | 1.846.550                                      |
| Trustees for Vao    | 417.960          | 20.000                | 2.089.900                                      |
| Victor Telukluk     | 330.000          | 232.000               | 764.000  |
| Marcelino Telukluk  | 338.800          | 251.000               | 791.500  |
| Serge Mahe          | 372.400          | unknown               | 883.950  |
| Mr & Mrs Paniel     | 160.000          | 160.000               | 760.000  |
| Sylvester Meltetake | 162.000          | 162.000               | 692.950  |
| Jean Paul Lamoureux | Nil              | Nil                   | 502.000  |
| Daniel Tamath       | 129.000          | 129.000               | 692.500  |
| Mr & Mrs Maltock    | 159.250          | 159.250               | 711.650  |
| <b>TOTAL</b>        | <b>6.608.960</b> | <b>5.125.800</b>      | <b>27.818.100</b>                              |

#### 5. RESPONSES BY THOSE WITH COMPLAINTS AGAINST THEM

- 5.1 Before starting this enquiry, the Ombudsman notified Mr Telukluk of the complaint against him and gave him the right to reply. Also a working paper was provided prior to this public report to give another opportunity to respond. However, no response was received from him. He never answered any of these allegations. He chose to remain totally silent.
- 5.2 A working paper was also provided to all the people affected by this report and gave them the opportunity to respond. Only two of these people responded. Replies received are attached as appendices to this report.
- 5.3 Mr Jules Maltock was the first to respond (refer to **appendix 11**). Mr Jules reconfirmed that he never applied for this title but was approached the former Minister of Lands



Mr Paul Barthelemy Telukluk to get a land for himself. Mr Maltock blames the Department of Lands for not valuing the land at the right Market Value however he indicates that he is prepared to pay for the other part of the premium that was not included.

- 5.4 Mr Edmond Rory was the next to respond to our working paper. He confirmed that he signed the lease on behalf of the people of Vao living in Vila with the knowledge that Mr Telukluk will be responsible for the payment. He stated that in 1996 Mr Telukluk the former Minister of Lands told them that he will give the community of Vao a block of land a block of Land and he will be responsible for the payment. He also mentioned that he signed the lease because he was a chief representatives for the Vao community in Vila (see appendix 12).
- 5.5 The other people who have been given the working paper such as the immediate members of Telukluk's family never responded.

## 6. FINDINGS OF MALADMINISTRATION AND MISCONDUCT

### 6.1 Finding 1: **FORMER MINISTER OF LANDS PAUL TELUKLUK'S USE OF HIS MINISTERIAL POWER TO GRANT LEASES TO HIMSELF, HIS FAMILY AND WANTOKS OUTSIDE OF THE USUAL PROCEDURES AND AT BELOW-MARKET PRICES WAS UNJUST**

6.1.1 Mr Telukluk did not follow the established procedures within the Ministry of Lands. He granted leases to himself, his family members and his wantoks:

- without requiring applications to lease
- without obtaining the application fee
- without using the ULLSC or RLLSC to consider the application
- in 5 cases ignoring previous recommendations of these Committees or other legal interests in the title
- in 8 cases without requiring negotiator's certificates as required by s. 6 of the Land Reform Act
- in 7 cases granting negotiator's certificates himself without the recommendation of the ULLSC or RLLSC
- without obtaining proper valuations
- in 5 cases, without charging any premium at all on the leases
- in 5 cases, without requiring the premium to be paid before the leases were registered
- in 3 cases, having the documents prepared in Vila even though the land was in Luganville
- in 2 cases, signing the lease 2 days after he ceased to be the Minister of Lands with this power

6.1.2 Mr Telukluk went around the usual procedures to grant leases of public land and land under government control in order to benefit himself and people close to him. These people received preferential treatment, obtaining leases at cheap prices based on their connections to the Minister of Lands and not based on any reasonable assessment of an application for land. None of the other people of Vanuatu who might be interested in government land were given this special treatment. Mr Telukluk's conduct was unfair and unjust.

### 6.2 Finding 2: **MR TELUKLUK'S USE OF HIS MINISTERIAL POWER TO GRANT LEASES TO HIMSELF, HIS FAMILY MEMBERS AND WANTOKS WAS ALSO CONTRARY TO ARTICLE 5 OF THE CONSTITUTION**

6.2.1 Mr Telukluk breached Article 5(1)(k) of the Constitution which gives all persons the fundamental right to equal treatment under administrative action. The Minister of Lands'

power to lease government lands is "administrative action" and he therefore must exercise this power fairly, using equal treatment.

6.2.2 Mr Telukluk used his ministerial power to grant leases to himself, his family members and people of his home island. Mr. Telukluk did not treat these favoured people equally to other applicants, who are required to follow different procedures. In this way, Mr Telukluk violated the right to equal treatment established in the Constitution.

**6.3 Finding3: MR TELUKLUK BREACHED EACH AND EVERY SECTION OF THE LEADERSHIP CODE IN THE CONSTITUTION: CONFLICT OF INTEREST, UNFAIR EXERCISE OF OFFICIAL DUTIES, DEMEANING POSITION, LACK OF INTEGRITY, USE OF OFFICE FOR PERSONAL GAIN**

6.3.1 Mr Telukluk had a conflict of interest with respect to the 15 leases described in this report. Since he, or a member of his family or his wantok, would benefit from a decision to grant a lease, Mr Telukluk should not have acted in regards to these leases. In the most obvious conflict, he signed 5 leases on behalf of both parties: on behalf of the government, and on behalf of himself personally. Mr Telukluk violated Article 66(1)(a) by repeatedly placing himself in a position in which he had a conflict of interest.

6.3.2 One of Mr Telukluk's official duties as Minister responsible for Lands was to execute leases on behalf of the Government of Vanuatu. Mr Telukluk did not exercise this power fairly, as discussed in Finding 1 above. As such, Mr Telukluk further violated Article 66(1)(a) by placing himself in a position in which the fair exercise of this official duty was compromised.

6.3.3 The extent to which Mr Telukluk ignored procedures and acted in favour of himself and those connected to him, in a clear conflict of interest, serves to lower the status of the position of Minister responsible for Lands. In this way, Mr Telukluk demeaned his position and violated Article 66(1)(b) of the Leadership Code.

6.3.4 Mr Telukluk's conduct in obtaining government property for himself and others without following established procedures, such that over 27 million Vatu of property was granted for just over 5 million Vatu received, brings Mr Telukluk's integrity into question. This also endangers respect for and confidence in the integrity of the Government of Vanuatu, both internally and internationally. In this way, Mr Telukluk violated Articles 66(1)(c) and 66(1)(d) of the Leadership Code.

6.3.5 Mr Telukluk clearly used his position as Minister responsible for Lands for his own personal gain. He acquired 4 properties for free (value over 8 million vatu), and 1 property at almost half its market value. He did not follow any of the established procedures to obtain these properties, and he signed these leases as both the lessee and the lessor! Mr Telukluk violated Article 66(2) of the Leadership Code which states that "in particular, a leader shall not use his office for personal gain".

**6.4 Finding 4: MR TELUKLUK MISAPPROPRIATED 4 LEASE TITLES BY GRANTING THEM TO HIMSELF AT NO CHARGE AND WITHOUT FOLLOWING PROPER PROCEDURES**

6.4.1 Responsibility for leasing of public lands and lands under the control or management of government is entrusted to the Minister responsible for Lands, by virtue of the Land Reform Act and the Land Leases Act.

6.4.2 The lease titles 03/OH72/012, 03/OI74/028, 12/0912/104 and 12/0921/104 were taken and converted to Mr Telukluk's personal use without following established procedures, without charging a premium, and in violation of the Constitution as detailed above. Two of these titled (03/OI74/028 and 12/0921/104) were signed when Mr Telukluk was apparently no longer Minister of Lands and had no lawful authority to do so. The market value of these four titles is approximately 8.167.650 Vatu. This conduct may also amount to criminal misappropriation as defined in s.123 of the Penal Code, and as prohibited by s.125(b) of the Penal Code.

**6.5 Finding 5: THE ADMINISTRATIVE PRACTICE AND THE LAW ARE DEFECTIVE: THERE IS NO CLEAR, MANDATORY POLICY TO ENSURE THAT GOVERNMENT LANDS ARE LEASED FAIRLY AND AT APPROPRIATE PRICES**

6.5.1 There is no policy or mandatory procedure in place for the sale of Government land. As a result, those who are in the system are able to misuse their power by allocating land titles to their relatives and wantoks, discriminating against the rest of the population. The ULLSC and RLLSC are only advisory bodies, which allows the Minister to grant negotiator's certificates and leases legally without any screening by anyone else. Even when the Committees are used, there are no clear and consistent criteria used to define who can apply and be considered for a government lease and who cannot.

6.5.2 The lack of policy has also resulted in the lease of government land at cheap prices, which is a significant financial loss. This is unfair to the people of Vanuatu as the money collected by the Government from land values and rents should be used to fund essential services to the people. Their assets are being improperly managed and undervalued for the benefit of just a few. The only social institution for land which exists is the National Housing Corporation which subdivides and sells land for low-income housing projects. The rate applied by NHC since 1994 is VT 1,375 per square metre, much higher than the rates applied by Government Valuation Section on all Government lands, and these blocks are to be allocated to ni-Vanuatu with low income. There is no acceptable reason for other government lands to continue to be leased at below-market prices; this simply encourages misuse of the system and allows people with connections to get cheap land while the rest of the people cannot.

**7. RECOMMENDATIONS**

**RECOMMENDATION NO.1: MINISTER OF LANDS MR SILAS HAKWA AND DIRECTOR-GENERAL OF LANDS MR STANLEY TEMAKON TO ESTABLISH A COMPREHENSIVE, MANDATORY POLICY ENSURING THE PROPER AND FAIR LEASE OF GOVERNMENT LANDS AT REAL MARKET VALUE**

7.1.1 This would ideally be in the form of binding Rules under the Land Leases Act to govern the lease of Government land. The policy and procedure must respect the Constitution (particularly equal treatment in s. 5 and the Leadership Code in s. 66), and must maximize the revenue (both lump sum and ongoing lease payments) for the benefit of the people of Vanuatu. As such, the policy and procedure must be designed to ensure that:

- Individual applicants are treated equally and without discrimination on the grounds of race, place of origin, religious or traditional beliefs, political opinions, language or sex
- Favourable status may only be given in accordance with a program designed to benefit women, children, young persons, members of under-privileged groups or inhabitants of less developed areas
- The discretion available to the Minister or other person or Committee to pick and choose among applicants is either eliminated entirely (for example, leased to occupant or by lottery) or kept to a minimum by utilizing strict criteria
- The Minister or other persons empowered to approve applicants may not make such decisions where they have a personal connection to the applicant or property, where there is or appears to be a conflict of interest, or where there may be personal gain



- Valuation of government land leases must be based on **actual market value**, as assessed by qualified Valuation Officers, and in any event no less than the value attained by applying the National Housing Corporation rate
- Lands Officers are authorized to suspend the processing of a lease if it is not in accordance with the policy, Rules, Constitution or other laws of Vanuatu

**RECOMMENDATION NO. 2: MINISTER OF LANDS TO REQUEST THE STATE LAW OFFICE TO TAKE ALL POSSIBLE LEGAL ACTION TO REVERSE THE LEASE TRANSACTIONS MADE CONTRARY TO LAW**

- 7.2.1 It is noted that all 15 land transactions were dealt with in a manner contrary to the Constitution. In addition, 2 land leases (03/O174/028 and 12/0921/104) were apparently signed by Mr Telukluk two days after he ceased to be Minister and ceased to have the legal power to sign on behalf of the Government.

**RECOMMENDATION NO.3: THE PUBLIC PROSECUTOR AND THE COMMISSIONER OF POLICE TO DETERMINE WHETHER THE CONDUCT OF MR TELUKLUK IN CONVERTING 4 LAND TITLES TO HIS PERSONAL USE MAY BE SUCCESSFULLY PROSECUTED AS CRIMINAL MISAPPROPRIATION**

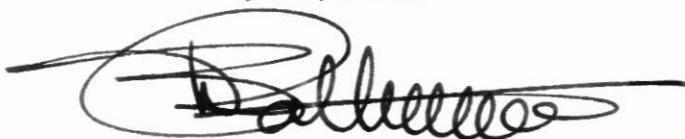
- 7.3.1 The commencement of criminal proceedings against Mr Telukluk is accordingly referred to the Commissioner of Police and the Public Prosecutor in accordance with s.31(1)(b) of the Ombudsman Act (refer to Finding 4).

**RECOMMENDATION NO. 4: THE PRIME MINISTER TO REMOVE MR TELUKLUK FROM THE COUNCIL OF MINISTERS; MR TELUKLUK NOT TO HOLD ANY MINISTERIAL PORTFOLIO OR OTHER LEADERSHIP POSITION IN THE GOVERNMENT OF VANUATU IN FUTURE**

- 7.4.1 The conduct of Mr Telukluk outlined in this report occurred between 1993 and 1996. He cannot be prosecuted under the Leadership Code Act of 1998, which applies only to leadership conduct after 1 July 1998. It is therefore up to the Prime Minister and others who appoint and elect leaders to note Mr Telukluk's unjust and unconstitutional conduct and act accordingly. As former Minister of Lands, Mr Telukluk breached each and every section of the Leadership Code of the Constitution of Vanuatu, benefiting himself and his family, and losing money for the people of Vanuatu.

**RECOMMENDATION NO. 5: THE DIRECTOR OF LANDS TO ENSURE THAT MR ERIC FESTA'S DEPOSIT ON TITLE T1/OF33/076 IS IMMEDIATELY REFUNDED TO HIM**

Dated the 22nd day of April 1999



**Marie-Noëlle FERRIEUX PATTERSON  
OMBUDSMAN OF THE REPUBLIC OF VANUATU**

## **8. INDEX OF APPENDICES**

- 1** Lease document for 11/OB24/050
- 2** Telukluk's signature on lease document
- 3** Lease document for 03/OH72/012
- 4** Telukluk's signature on the above lease
- 5** Lease document for title 03/OI74/028
- 6** Telukluk's signature on above lease
- 7** Lease document for Title No 12/0912/104
- 8** Telukluk's signature on above lease
- 9** Lease document for 12/0921/104
- 10** Telukluk's signature on above lease
- 11** Mr Jules Maltock's reply to the Working Paper
- 12** Mr Edmond Rory's reply to the Working Paper

"1"

REPUBLIQUE DE VANUATU

LOI SUR LES BAUX FONCIERS  
N° 4 de 1983

BAIL  
(Articles 30 et 34)

(LIRE LES NOTES AU VERSO AVANT DE REMPLIR CE FORMULAIRE)

CATEGORIE...RESIDENTIELLE

TITRE N°...11/QB24/050

203550

Bailleur(s)

Nom(s) propre(s) ..... PAUL BARTHELEMY TELUKLUK .....  
désignation(s) ..... MINISTRE DES RESSOURCES NATURELLES .....  
et adresse(s) à Vanuatu ..... PRIVATE MAIL BAG 007 .....  
..... PORT VILA ..... VANUATU .....

Preneur(s)

Nom(s) propre(s) ..... PAUL BARTHELEMY TELUKLUK .....  
désignation(s) ..... MINISRRE DES RESSOURCES NATURELLES .....  
et adresse(s) à Vanuatu ..... SAC POSTALE PRIVE 007 .....  
..... PORT VILA ..... VANUATU .....

Supprimer ce  
paragraphe s'il  
n'est pas applicable

1. Le/les Bailleur(s) a/ont reçu du/des Preneur(s) la somme de (en lettres et en chiffres) .....  
..... QUATRE MILLION QUARANTE ET UN MILLE DEUX CENT ..... (VT 4.041.250)  
pour l'octroi du présent bail. CINQUANTE VATU

REPUBLIQUE DE VANUATU  
Bureau de l'Enregistrement  
et des Hypotheses  
Land Records Office  
REPUBLIC OF VANUATU

"2"

Signé par le/les bailleur(s) }

LE MINISTRE DES RESSOURCES NATURELLES

*Teuklu*



en présence de :

Signature du témoin .....

Nom du témoin .....

Adresse du témoin .....

J'atteste que le/.les susdénommés se sont présentés devant moi à .....

le ..... 19.....

\* identifiés par ..... domiciliés à .....

ou

\* que je connais personnellement et qu'il(s) a/ont signé librement, volontairement et apparemment, en toute connaissance de cause, le présent instrument.

\*Supprimer la mention inutile Signature, nom, sceau/cachet de fonction de la personne remplissant l'attestation

Signé par le/les preneurs }

PAUL BARTHELEMY TELUKLUK

*Teuklu*

en présence de :

Signature du témoin .....

Nom du témoin COULON Antoinette - Officier des terres

Adresse du témoin LANDS DEPARTEMENT, VILA

*Fouis*

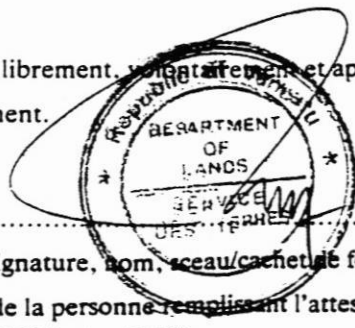
J'atteste que le/les susdénommés MR. PAUL BARTHELEMY TELUKLUK ET LE TEMOIN se sont présentés devant moi à .....

PORT VILA le 15 Février 1994

\* identifiés par Moi-Même domiciliés à PORT VILA

ou

\* que je connais personnellement et qu'il/ils a/ont signé librement, volontairement et apparemment, en toute connaissance de cause, le présent instrument.



\*Supprimer la mention inutile Signature, nom, sceau/cachet de fonction de la personne remplissant l'attestation

ROGER A. TARY Le Directeur des Affaires Foncières

Bureau de l'Enregistrement et des Hypothèques Land Records Office REPUBLIC OF VANUATU

154

"3"

118/95

L.R. Form 4

REPUBLIC OF VANUATU  
LAND LEASES ACT CAP 163

LEASE

(Section 31 and 35)

CLASS RESIDENTIAL  
TITLE No. 03/OH72/012 (EX: 4140)

(PLEASE READ THE NOTES ON BACK PAGE BEFORE COMPLETING THIS FORM)

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSOR(S) THE MINISTER OF NATURAL RESOURCES, in accordance with sections 8 and 9 of the Land Reform Regulation of 1980 (hereinafter called the Lessor):

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSEE(S) MR PAUL BARTHELEMY TELUKLOR  
MINISTRY OF NATURAL RESOURCES  
PRIVATE MAIL BAG 007  
PORT VILA



JAN 11 95

Delete this paragraph if inapplicable

1. ~~The Lessor(s) has/have received from the Lessee(s) the sum of~~ 95 (amount in words and figures) (VT.....) for the grant of this Lease.

2. The Lessor(s) lease(s) to the Lessee(s) the land - \*comprised in the above-mentioned title\*

OR

\*shown edged green in the attached plan certified by the Director of Surveys and signed by the persons signing this instrument\* for the term of FIFTY (50) years commencing on the 30th day of DECEMBER 19 94.

3. The Lessee(s) shall pay to the Lessor(s) the \*yearly/\* ~~quarterly~~ quarterly rent of (amount in words and figures) SEVEN THOUSAND VATU (VT 7,000)

reviewable in accordance with the provisions of the Act and payable on the 30th day of December (date(s) rent is to be paid) each year in advance

4. This Lease is granted subject to the provisions of the Land Leases Act and of any Rule relating to leases made thereunder and to those agreements and conditions specified in the Schedule hereto.

5. ~~The Lessee(s) holds this Lease as \*joint proprietors/\* proprietors in common in the following undivided shares:-~~

\* Delete whichever asterisked phrase if inapplicable

\* Delete as appropriate

Delete if Lessee is a single person or corporation. If paragraph is not deleted, delete whichever asterisked phrase is inapplicable.

"3"



"4"

118/95

Dated at PORT VILA this 30th  
day of DECEMBER 19 94

SIGNED by the Lessor(s) } \_\_\_\_\_

MINISTER OF NATURAL RESOURCES



in the presence of  
Signature of witness \_\_\_\_\_  
Name of witness \_\_\_\_\_  
Address \_\_\_\_\_

I certify that the above-named \_\_\_\_\_

appeared before me at \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_

\* being identified to me by \_\_\_\_\_  
of \_\_\_\_\_

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.

\* Delete the underlined alternatives inapplicable

Signature, name, designation and seal/stamp of office of person completing certificate.

SIGNED by the Lessee(s) } \_\_\_\_\_

PAUL BARTHELEMY TELUKLUK

in the presence of  
Signature of witness \_\_\_\_\_  
Name of witness SESE SERGE, A/ACCOUNTANT,  
Address URBAN LANDS DEPARTMENT, SANTO.

I certify that the above-named PAUL BARTHELEMY TELUKLUK

appeared before me at LUGANVILLE this 30th  
day of DECEMBER 19 94

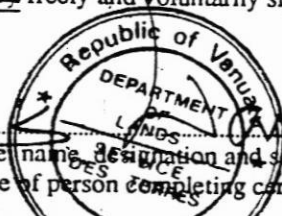
\* being identified to me by \_\_\_\_\_  
of \_\_\_\_\_

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.

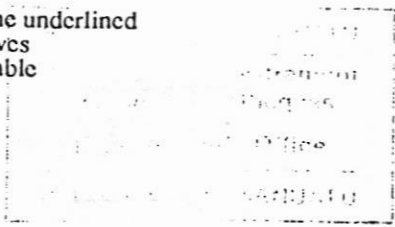
\* Delete the underlined alternatives inapplicable

Signature, name, designation and seal/stamp of office of person completing certificate.

PETER TELANGI  
LANDS OFFICER, SANTO.

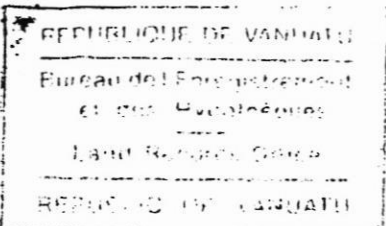


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REPUBLIC OF VANUATU  
LAND LEASES ACT CAP 163  
LEASE

(Section 31 and 35)

CLASS RESIDENTIAL.....  
TITLE No. 03/0174/028.....

\*\*\*\*\*  
\* VANUATU FINANCIAL SERVICES \*  
\* COMMISSION \*  
\* VANUATU STAMP DUTY \*  
\* \* \* \* \*  
\* RECEIPT NO.: 5010835 \*  
\* ASSESSMENT NO: 960602 \*  
\* AMOUNT: 2,500VT \*  
\* DATE (THIS FORM) 26/02/96 \*  
\*\*\*\*\*

(PLEASE READ THE NOTES ON BACK PAGE BEFORE COMPLETING THIS FORM)

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSOR(S) The Minister of Natural Resources  
in accordance with Section 8 and 9  
of the Land Reform Regulation of 1980  
(HEREIN-AFTER CALLED THE LESSOR)

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSEE(S) Barthélémy  
Hon. Paul ~~B~~ Telukluk  
Ministry of Natural Resources  
Private Mail Bag 007  
PORT VILA

Delete this paragraph if  
inapplicable

1. The Lessor(s) has/have received from the Lessee(s) the sum of  
(amount in words and figures) ~~One Million three Hundred~~  
~~and Sixty two thousand Vatu~~ (VT ~~1,362,000~~) for the grant of this  
Lease.

\* Delete whichever  
asterisked phrase if inapplicable

2. The Lessor(s) lease(s) to the Lessee(s) the land - \*comprised in the  
above-mentioned title\*

OR

~~\* shown edged green in the attached plan certified by the Director of  
Surveys and signed by the persons signing this instrument\* for  
the term of Fifty (50) years commencing on the  
22nd day of February 1996~~

3. The Lessee(s) shall pay to the Lessor(s) the \*yearly/\*quarterly/  
~~\*monthly~~ rent of (amount in words and figures).....  
Please Refer to Schedule  
..... (VT.....)  
reviewable in accordance with the provisions of the Act and payable  
on the 30th of July each (date(s) rent is to be paid).  
year in advance

\* Delete as appropriate

4. This Lease is granted subject to the provisions of the Land Leases  
Act and of any Rule relating to leases made thereunder and to those  
agreements and conditions specified in the Schedule hereto.

Delete if Lessee is a single person or  
corporation. If paragraph is not  
deleted, delete whichever  
asterisked phrase is inapplicable.

5. The Lessee(s) holds this Lease as \*joint proprietors/\*proprietors in  
common in the following undivided shares.....

Stamp: Bureau of Registration and Land Management, Port Vila, Vanuatu

"6"

Dated at Port Vila this 22nd day of February 1996

20/96



SIGNED by the Lessor(s) }

Hon. Paul B. Telukluk  
Minister of Natural Resources

in the presence of  
Signature of witness .....

Name of witness .....

Address .....

I certify that the above named .....

appeared before me at ..... this .....

day of ..... 19 .....

\* being identified to me by .....

of .....

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.

\* Delete the underlined alternatives inapplicable

Signature, name, designation and seal/stamp of office of person completing certificate.

SIGNED by the Lessee(s) }

Paul B. Telukluk  
Barthélémy

in the presence of  
Signature of witness .....

Name of witness Mr Roger Tary, Director of Lands

Address Lands Department, Vila

I certify that the above-named Lessee and the Witness

appeared before me at Port Vila this 22nd

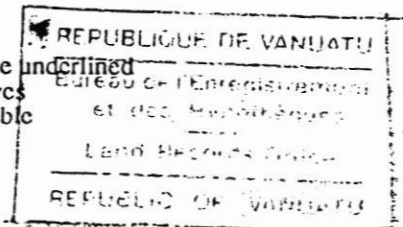
day of February 1996

\* being identified to me by Myself

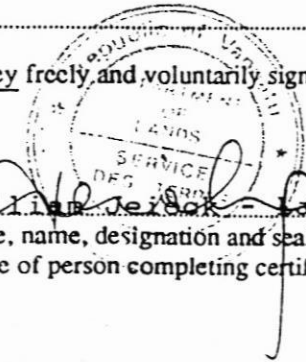
of .....

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.

\* Delete the underlined alternatives inapplicable



Signature, name, designation and seal/stamp of office of person completing certificate.





07

140/96

REPUBLIC OF VANUATU  
LAND LEASES ACT CAP 163

LEASE

(Section 31 and 35)

\*\*\*\*\*  
\* VANUATU FINANCIAL SERVICES \*  
\* COMMISSION \*  
\* VANUATU STAMP DUTY \*  
\* \* \* \* \*  
\* RECEIPT NO.: 5010582 \*  
\* ASSESSMENT NO: 960246 \*  
\* AMOUNT: 2,500VT \*  
\* DATE THIS FORM 06/02/96 \*  
\*\*\*\*\*

CLASS RESIDENTIAL LEASE  
TITLE No. 12/0912/104

(PLEASE READ THE NOTES ON BACK PAGE BEFORE COMPLETING THIS FORM)

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSOR(S) THE MINISTER OF NATURAL RESOURCES  
PURSUANT TO SECTION 8 OF THE LAND  
REFORM REGULATION OF 1980, ACTING  
FOR AND ON BEHALF OF THE CUSTOM  
OWNER (HEREIN AFTER CALLED  
THE LESSOR)

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSEE(S) MR PAUL BARTHELEMY TELUKLUK  
P.O. BOX 495  
PORT VILA

Delete this paragraph if  
inapplicable

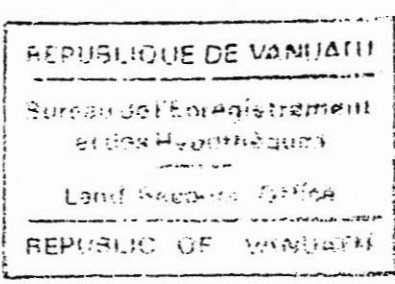
~~1. The Lessor(s) has/have received from the Lessee(s) the sum of  
PT GK (amount in words and figures) .....  
.....(VT ..... ) for the grant of this  
Lease.~~

\* Delete whichever  
asterisked phrase if inapplicable

2. The Lessor(s) lease(s) to the Lessee(s) the land - \*comprised in the  
above-mentioned title\*

OR

\*shown edged green in the attached plan certified by the Director of  
Surveys and signed by the persons signing this instrument\* for  
the term of SEVENTY-FIVE (75) years commencing on the  
11TH day of JANUARY 19 96



PT GK 3. The Lessee(s) shall pay to the Lessor(s) the \*yearly/\*quarterly/  
\*monthly rent of (amount in words and figures) .....  
SIX THOUSAND TWO HUNDRED VATU  
..... (VT 6.200 ..... )  
reviewable in accordance with the provisions of the Act and payable  
on the 11TH OF JANUARY ..... (date(s) rent is to be paid).  
EVERY YEAR

\* Delete as appropriate

4. This Lease is granted subject to the provisions of the Land Leases  
Act and of any Rule relating to leases made thereunder and to those  
agreements and conditions specified in the Schedule hereto.

Delete if Lessee is a single person or  
corporation. If paragraph is not  
deleted, delete whichever  
asterisked phrase is inapplicable.

PT GK ~~5. The Lessee(s) holds this Lease as \*joint proprietors/\*proprietors in  
common in the following undivided shares:~~

"8" 140/86

Dated at PORT VILA this 11TH day of JANUARY 19 96



SIGNED by the Lessor(s)

*Paul Barthelemy Telukluk*  
HON. PAUL BARTHELEMY TELUKLUK  
MINISTER OF NATURAL RESOURCES

in the presence of  
Signature of witness

Name of witness

Address

I certify that the above-named

appeared before me at this day of 19

\* being identified to me by

of

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.

\* Delete the underlined alternatives inapplicable

Signature, name, designation and seal/stamp of office of person completing certificate.

SIGNED by the Lessee(s)

*Paul Barthelemy Telukluk*  
PAUL BARTHELEMY TELUKLUK

in the presence of  
Signature of witness

Name of witness PAUL SIMEON (ASSISTANT LANDS OFFICER)

Address LANDS DEPARTMENT, PMB 007, PORT VILA

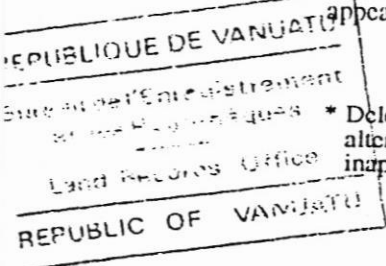
I certify that the above-named LESSEE AND THE WITNESS

appeared before me at PORT VILA this 11TH day of JANUARY 19 96

\* being identified to me by

of

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.



\* Delete the underlined alternatives inapplicable

GEORGE KERBY - LANDS OFFICER

Signature, name, designation and seal/stamp of office of person completing certificate.

9





"9"

REPUBLIC OF VANUATU  
LAND LEASES ACT CAP 163

LEASE

(Section 31 and 35)

CLASS AGRICULTURAL LEASE

<sup>GK</sup> TITLE No. 12/0921/103 12/0921/104

(PLEASE READ THE NOTES ON BACK PAGE BEFORE COMPLETING THIS FORM)

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSOR(S) THE MINISTER OF NATURAL RESOURCES  
PURSUANT TO SECTION 8 OF THE LAND  
REFORM REGULATION OF 1980, ACTING  
FOR AND ON BEHALF OF THE CUSTOM  
OWNERS (HEREINAFTER CALLED THE  
LESSOR)

Full name(s)  
description(s)  
and address(es)  
in Vanuatu

LESSEE(S) PAUL BARTHELEMY TELUKLUK  
P.O. BOX 495  
PORT VILA

Delete this paragraph if  
inapplicable

1. The Lessor(s) has/have received from the Lessee(s) the sum of  
(amount in words and figures) .....  
.....(VT ..... ) for the grant of this  
Lease.

\* Delete whichever  
asterisked phrase if inapplicable

2. The Lessor(s) lease(s) to the Lessee(s) the land - \*comprised in the  
above-mentioned title\*  
OR  
\*shown edged green in the attached plan certified by the Director of  
Surveys and signed by the persons signing this instrument\* for  
the term of SEVENTY-FIVE (75) years commencing on the  
22nd day of FEBRUARY 19 96

\* Delete as appropriate

3. The Lessee(s) shall pay to the Lessor(s) the \*yearly/\*quarterly/  
\*monthly rent of (amount in words and figures).....  
THREE THOUSAND TWO HUNDRED VATU  
..... (VT 3.200 ..... )  
reviewable in accordance with the provisions of the Act and payable  
on the 22nd FEBRUARY (date(s) rent is to be paid).  
EVERY YEAR

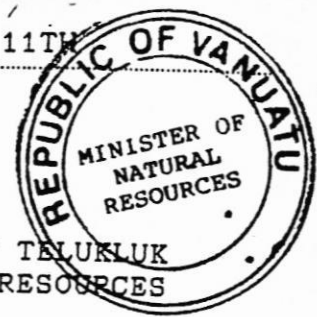
Delete if Lessee is a single person or  
corporation. If paragraph is not  
deleted, delete whichever  
asterisked phrase is inapplicable.

4. This Lease is granted subject to the provisions of the Land Leases  
Act and of any Rule relating to leases made thereunder and to those  
agreements and conditions specified in the Schedule hereto.  
5. The Lessees holds this Lease as \*joint proprietors/\*proprietors in  
common in the following undivided shares :-

"B"

"10"

Dated at PORT VILA this 11TH day of JANUARY 19 96



SIGNED by the Lessor(s)

*Paul Telukluk*  
HON. PAUL BARTHELEMY TELUKLUK  
MINISTER OF NATURAL RESOURCES

in the presence of  
Signature of witness

Name of witness

Address

I certify that the above-named

appeared before me at this day of 19

\* being identified to me by of

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.

\* Delete the underlined alternatives inapplicable

Signature, name, designation and seal/stamp of office of person completing certificate.

SIGNED by the Lessee(s)

*Paul Telukluk*  
PAUL BARTHELEMY TELUKLUK

in the presence of  
Signature of witness

Name of witness PAUL SIMEON (ASSISTANT LANDS OFFICER)

Address LANDS DEPARTMENT, PMB 007, PORT VILA

I certify that the above-named LESSEE AND THE WITNESS

appeared before me at PORT VILA this 11TH day of JANUARY 19 96

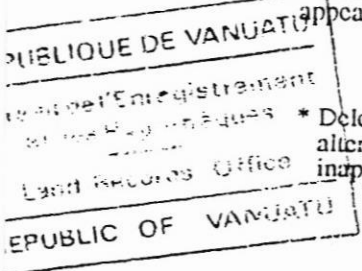
\* being identified to me by of

\* or being personally known to me and that \*he/ \*she/ \*they freely and voluntarily signed and appeared fully to understand this instrument.

\* Delete the underlined alternatives inapplicable

GEORGE KERBY - LANDS OFFICER

Signature, name, designation and seal/stamp of office of person completing certificate.



"01"

" 11 "

FAXIN  
150499

15-APR-1999 15:41  
MRS OMBUDSMAN  
OMBUDSMAN OFFICE  
P O BOX 186  
PORT VILA

H. D. C.

873 48445

DATE: 12/04/99

DEAR OMBUDSMAN

RE: WORKING PAPER ON THE GRANTING OF LEASES BY THE  
FORMER MINISTER OF LANDS, MR PAUL TELUKLUK,  
FAMILY MEMBERS AND WANTOKE

TANK you long letter blong you dated 19 MARCH 1999 about  
subject ia antap.

Mi wantem konfirmen fastoem se itruwe se mi bin askem  
wan pis graon long Former Minister blong Lands, MR PAUL TELUKLUK  
but mi no bin applae long em long raktin. From Ministry of  
Department blong LANDS oli no ADUASEM mi blong mekem elsem.  
Mi wan simple draeva nomo mi no SAVE NATING ABAOT KASEM  
or Proper Procedure blong KASEM graon long VILA TAON.  
Olyeta now oli STAP long better position blong ADUASEM yumi  
long correct procedure.  
MO tu mi no SAVE NATING SATES PIS GRAON ia, WAN MAN IBIN  
KAREM FINIS olsem istap long report ia. SATES mi bin SAVE  
BABAE mi no SAVE gotted blong KAREM LEASE Blong Hem. BAKEKEN  
MI TINK se emia emi proper duty blong LANDS Department or  
Ministry blong provaedem correct information mo ASSUREM mi se  
Pis graon ia emi "Free of dispute" or "Free of use" so that mi  
Anse commitem mane blong mi long Hem. Mi mi just wan  
Client olsem any ordinary client up ia nekem KaseM Ombu



" 11 "

"12"

C/o Simbolo Area  
Anaburu  
Port Vila

12 April 1999

Mrs Marie Noelle Ferrieux Patterson  
Ombudsman  
Ombudsman Office  
Port Vila

Dear Mrs Patteson,

RE: Working Paper on the Granting of Leases by the Former Minister of Lands Mr Paul Barthelemy Telukluk to Himself, Family Members and Wantoks

Mi stap raetem leta ia wetem hona blong klerem samfala tingting mo samting abaot confidential report blong yu we yu datem 19 March 1999 long subjek we I stap antap.

Mi wantem talem aot tu se mi mi stap long Port Vila olsem wan jif blong Vao mo mi stap lukaot mo representem komuniti blong mi long ol dif difren miting mo aktivitis.

Long 1996 Minista blong Land long taem ya Honourable Paul Barthelemy Telukluk hemi bin talem se bambae hemi kivim wan kraon long komuniti blong Vao mo bambae hem I pem aot kraon ya. Folem tingting mo toktok blong hem wan komiti we I representem difren komuniti blong Vao I set up mo mi mi wan memba long hem. Mr. Charlot Rory nao hemi jeaman long komiti ia.

Afta komiti I set up Minista I bin askem mifala blong saenem lease blong land title No. 11/OF31/084. Wetem hem blong karaon ya I transfer I ko long nem blong komuniti blong Vao. Mi mi saen from se mi jif blong pipol blong mi mo mi biliv se I gud blong komuniti I gat wan kraon long Vila, mo Minista Telukluk tu hemi talem se bambae hemi pem kraon ya.


Afta we mifala I saenem lease ya mi no save wanem I happen long transfer mo paiment blong kraon ya kasem tedei. Minista Telukluk nao I handelem evri samting.

Mi wantem mekem I klia tu long yu se mi saenem mo dil wetem Minista Telukluk I no from se mi famli wetem hem or mi wantok blong hem. Mi mi famili Rory I no Telukluk mo mi kamaot long Venu vilej long smol Aelan blong Vao mo Minista Telukluk hemi blong big Aelan long Malakula long vilej blong Tolamp. Mi mi jif blong pipol blong mi mo hemi gat jif blong hem.

Evri samting we I happen folem ol rong dealings blong Minista Telukluk hemi olgeta samting we hem hem wan I mekem mo save long hem mo mi no akri se ofis blong yu I stap spolem nem blong mi wetem.

Mi hop se ol toktok ya antap bambae I klerem evri samting.

Yours faithfully,



RORY Edmond

"51"