**Frances’ Leases at Olo: Short Summary of Events**

Frances, at Lena’s request, leased a portion of her Olo land (1.6 acres in the southeast portion along Taputimu Road) to the Lena’s friends the Morans, who built a home, which Frances agreed to buy back if the lease was terminated early. They died within 5 years, and, because Frances had no wish or means to buy back the construction, the Probate court allowed Suhayle Alai, her friend and manager to buy the house, and lease the trust land. In a short while, Alai then sublet these to a firm named Pacific Products (PP) whose agent was one Oscar Meyer who has since departed the islands. Alai and/or PP collected the rents.

The Alais [and possibly Frances too] were represented by Charles Alailima, who wrote the lease extension for Alai, has since opined by email that she has no obligation to buy back the leases. His former clients disagree.

 Frances had long since left. Pacific Products built two more structures without permission, and continued to house their employees, or rent them to others, and to pay rent until a date unknown, but assumed to be recent. The lease expired in 2015. The Alai heirs declined to renew their lease, and now want Frances to buy back all of the “improvements”; Frances maintains she is under no obligation to do so. (See Summary of Issues)

The documents are in very good order.

The transfer of the lease to Alai promptly came into dispute in the 1980’s (see family conversation). John was assigned to advise her of their position. They also objected to any commercial venture as opposed to residential use.

Robin complained to Waller and intervened to complain that Mike was not a beneficiary after 1982, but he had not yet agreed until much later, and claimed he only quitclaimed out of a small portion of Olo (\_affidavit\_), namely his Plot B, “Lesea” there.

The Judge declined to impose these drastic potential consequences on Frances and left things as they were.