

NORTH NEW GEORGIA TIMBER CORPORATION  
GOLDEN SPRINGS INTERNATIONAL (S.I.) COMPANY LIMITED

v.

SAKE HIVU  
CHIEF NELSON PULEKEVU  
IKAN ROVE  
SIONE BAENASI

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High Court of Solomon Islands

(Palmer J)

Civil Appeal No: 2 of 1995

Hearing : 29/3/95

Ruling : 30/3/95

*J. Sullivans* for Applicant

*P. Lavery* for Defendants

*P. Tegavota* for 1st Plaintiff

**PALMER J:** This summons has been filed pursuant to orders from the Court of Appeal, for this Court to give directions as to a proposal submitted by the Second Plaintiff in respect of alleged breaches by landowners of Gerasi land, that the Company had committed. Those proposals are contained in a document filed for consideration by this Court.

I have had the opportunity to hear submissions from learned Counsels. I have also had opportunity to consider this proposal in detail.

The proposal is satisfactory apart from a few amendments to be made to paragraphs 1,2,3(b) and (c).

Concern was raised by Mr Lavery as to the ambit of the Arbitration Clause in paragraph 27 of the agreement to cover other matters of dispute arising between the parties. Having considered the submissions of learned Counsels carefully, I have come to the conclusion that for the purposes of the proposal, paragraph 27 adequately caters for it and should be used where there are any other disputes arising between the parties and which could not be settled by direct negotiation.

Paragraph 1 and 2 of the proposal accordingly be amended as follows:

1. *The Corporation shall investigate and consider all the Defendants' claims, as raised in the various affidavits filed before this Court, in relation to breaches to the timber rights agreement, and shall, where it considers on reasonable grounds, take such action as provided for under the agreement against the Company.*

2. *Where any claims are to be made against the Company, then these shall be in writing, fully particularised (specifying the landowners and areas affected, date of alleged breach, nature of the alleged breach and the remedy (whether compensation or otherwise) sought) and served on the Company's solicitor (Mr Radclyffe) on or before 21st of April, 1995."*

The other minor changes are as follows:

- (i) *paragraph 3(b) - the date is to be changed to 15th May, 1995.*
- (ii) *paragraph 3(c) - the date is also to be changed to 15th May, 1995.*

All other paragraphs remain the same.

Costs to be borne by the Second Plaintiff.

**ALBERT R. PALMER**

A.R. PALMER

JUDGE