

IN THE HIGH COURT OF SOLOMON ISLANDS

Civil Jurisdiction

Civil Case No. 90 of 2025

BETWEEN: ELIZABETH TEALOHA - Claimant

AND: WILLIAM TALO - Defendant

Date of Hearing: (on paper)

Date of Ruling: 19 November 2025

Mr. A. Tinoni for the Claimant

No appearance for the Defendant

RULING

AULANGA, PJ:

1. This is a simple case, yet one that speaks volumes. The Claimant comes before this Court seeking restitution of money, a very large sum of \$790,000. The Defendant, having received that money under the pretext of purchasing land, has neither delivered the land nor returned the money. Instead, he kept it for himself. The Claimant asks that the money be fully reimbursed to her with interests.
2. The claim was filed as a Category B matter. It was duly served upon the Defendant on 28 March 2025 at 8:54 pm at Henderson Police Station. Service was done personally by Police Constable Saiso.
3. The money in question was entrusted to the Defendant between March and May 2019. Its purpose was clear, that is, to be paid to Levers Solomon Limited for the purchase of two registered plots of land, PN 192-004-1570 and PN 192-004-1569. But the Defendant did

not pay the money to Levers Solomon Limited. He diverted it. He used it for his own ends. He enriched himself at the expense of the Claimant.

4. The right of a party to apply for default judgment under the *Solomon Islands Courts (Civil Procedure) Rules 2007* is clear. Rule 5.37(a) and (c) of the *Solomon Islands Courts (Civil Procedure) Rules 2007* require a Defendant to file a response and a defence. The Defendant has filed neither. His omission is unfortunate and persists to this day.
5. Default judgment is not granted lightly. It is a matter of discretion as held in *Heta Leo v Mas Solo Investment Ltd* HCSI Civil Case No. 179 of 2018, *QQQ Holdings Limited v Honiara City Council* [2003] SBHC 18, *Lethy & Siako v Luluku & Others* [1998] SBHC 13 and *Hona v Sive* [2023] SBHC 139. The Court must be satisfied that justice demands it.
6. The Defendant received money under false pretences. He held himself out as a conduit to Levers Solomon Limited, promising to purchase the two plots of registered land. He did not do so. He delivered nothing. He kept the money. He enriched himself unjustly. And when called to account, he has not even troubled to defend himself. The law will not permit such conduct. It will not permit the Defendant to pocket the Claimant's money and then sit idle, doing nothing to account, while the Claimant is left bereft. The principle in equity is clear that one who is unjustly enriched must make restitution.
7. The Rules provide that where the Defendant fails to file a response or defence, judgment may be entered against him. This is such a case.
8. I am satisfied that the Claimant is entitled to judgment. Accordingly, I issue the following orders:

Orders of the Court

1. Judgment in default is entered against the Defendant in the sum of \$790,000.
2. Interest at 5% per annum shall run on that sum from the date of filing of the claim.
3. No order for compensatory damages.

4. Costs of \$3,000 are awarded to the Claimant.

THE COURT

