IN THE HIGH COURT OF SOLOMON ISLANDS

Civil Jurisdiction

Civil Case No. 641 of 2020

BETWEEN: **EDWIN TINO**
(Representing himself and members of Mauvo sub-tribe of Thogo tribe of East Guadalcanal) - **Claimant**

AND: **GORDON TAPALIA** - **First Defendant**

AND: **GBC INTEGRATED WOOD LIMITED** - **Second Defendant**

AND: **WOODLAND ENTERPRISES LIMITED** - **Third Defendant**

Date of Hearing: 27 February 2026

Date of Ruling: 6 March 2026

Mr. B Upwe for the Claimant

Ms. Y B Samuel for all the Defendants but withdrew legal representation at the time of hearing

RULING ON ASSESSMENT OF DAMAGES

AULANGA, PJ:

1. At the hearing of this application for assessment of damages, learned counsel Mr. Upwe, appearing for the Claimant, informed the Court that the Claimant no longer intended to pursue the liability against the First Defendant. Counsel explained that the First Defendant had passed away prior to the commencement of trial. In those circumstances, it was considered futile to continue the proceeding against a deceased party, and accordingly, the Claimant discontinued the claim as against the First Defendant. The matter therefore proceeded solely against the Second and Third Defendants.

2. In the substantive judgment, this Court found liability has been established against all the Defendants for their unlawful conduct in carrying out the logging operations within the Tenamamala customary land. The Court determined that such activities were undertaken without

lawful authority and in contravention of the rights of the customary landowners including the provisions of the *Forests Resources and Timber Utilisation Act*. As a consequence, the Defendants were held responsible for the damage caused to the land and the trees felled from the illegal logging operations. As a result of the discontinuation of the claim against the First Defendant, the issue of liability will be determined solely in respect of the remaining Defendants. That is, liability will be apportioned among the Second and Third Defendants who were found responsible for the unlawful logging operations and the consequent damage to the Tenamamala customary land.

3. On 20 October 2025, the Court issued Directions requiring all the Defendants to file their respective responses together with sworn statements in preparation for the hearing on the assessment of damages, no later than 17 November 2025. Despite these Directions, the Second and Third Defendants (as the remaining parties to the proceeding) failed to comply. No such evidence was filed within the prescribed timeframe, nor were any written submissions filed on their behalf. In consequence of this noncompliance, the Claimant's evidence stood unchallenged. Specifically, the Claimant's sworn statement detailing the quantity of logs extracted from the Tenamamala customary land, as well as the extent of the land subjected to the logging operations, remained unopposed. The absence of any rebuttal or contrary evidence from the Second and Third Defendants leaves the Court with no alternative but to proceed solely on the basis of the Claimant's uncontested evidence placed before it.

4. In the judgment, the issues reserved for determination at the assessment of damages are for the conversion of trees and trespass on the land arising from the illegal logging operations. The Claimant relied upon, among other evidences, the uncontradicted evidence contained in the sworn statement of Mathew Ata of the Ministry of Forests and Research, filed on 4 November 2025. Annexed to that statement as "MA1" was the Certificate of Origin, which disclosed that a total of 2,913 pieces of round logs, amounting to a volume of 8,437.184m^3, had been extracted and exported aboard MV RUN FU 6 VOY 2005 as a result of the logging operations. The documentary evidence was further corroborated by the Bill of Lading and the Letter of Indemnity annexed as "EJ5" to the joint sworn statement of the Claimant and Stanley Soni, filed on 4 November 2025. That same annexure revealed that the proceeds from the sale of the logs, amounting to $4,300,824.63 (SBD), were paid into the Third Defendant's Pan Oceanic Bank account on 1 April 2021. This financial record provides direct confirmation of the commercial benefit derived from the unlawful extraction and export of the round logs from the Tenamamala customary land. It establishes not only the scale of the logging operations but also the monetary gain realized by the Third Defendant. Taken together, these materials provide a consistent and reliable evidentiary record of the number of logs taken from the logging activities conducted on the Tenamamala customary land.

5. In the absence of any contrary or opposing evidence from the Second and Third Defendants in relation to the damages for conversion of the trees, this Court adopts the approach taken in *Wakioasi v Tarehiona* [2024] SBHC 23. At paragraph 4 of that judgment, Keniapisia J observed: *"This evidence is (sic) unchallenged because there are no other opposing assessments made. I will adopt the evidence (sic) before me in their entirety."* Applying that reasoning to the present case, the Court is satisfied that the evidence placed before it by the Claimant, being unopposed, must be accepted in their entirety. The sworn statements and annexed documents relied upon by the Claimant therefore constitute the factual foundation upon which the assessment of damages for conversion of the trees will be determined. The conversion of the trees resulting from the

unlawful logging operations is hereby assessed at $4,300,824.63. This figure reflects the proven proceeds derived from the extraction and export of 2,913 pieces of round logs, as evidenced by the Certificate of Origin, the Bill of Lading, and the Letter of Indemnity annexed to the sworn statements filed. In the absence of any challenge or contrary evidence from the Defendants, the Court accepts this amount as the proper measure of damages for conversion of the trees.

6. With respect to damages for trespass to the land, the Claimant seeks an award of $28,372,500 for the damage caused. The Claimant relies on the Field Assessment Report dated 7 October 2025, prepared by Mathew Ata and annexed as "MA4" to his sworn statement filed on 4 November 2025. That Report records that the total area subjected to the logging operations was 378.3 hectares, equivalent to 3,783,000 square metres.

7. Upon careful perusal of the Report, the Court notes that it does not provide any evidence of the precise length and width of the skidding tracks within the logged area. Furthermore, the Report confirms that the vegetation was not completely cleared, as would occur in cases of airport construction or mining activities. The Claimant has not adduced any expert evidence from any environmental specialists regarding assessment of the land or the extent of ecological damage, nor has any sworn statement been filed addressing the loss of flora and fauna or the impact upon the livelihood of the villagers as in the case of *Mas Solo Investments Ltd v Nesa* [2021] SBCA 3. Hence, the Court must remain mindful of the need to avoid inflating the quantum of damages to be awarded in circumstances where the evidentiary record is insufficient or incomplete. While the absence of detailed environmental assessments and expert testimony does not negate the fact that damage has occurred, it does require the Court to exercise caution and restraint in quantifying the award. The assessment must be grounded in the evidence actually before the Court, and not in speculative or exaggerated figures unsupported by credible proof.

8. The Court begins with this aspect of assessment on the premise that the exported cargo of logs from the land amounted to 8,437.184m^3. This figure, when measured against the total logged area of 378.3 hectares, equates to an average extraction rate of approximately 22.3m^3 per hectare. According to the standards published by the Food and Agriculture Organisation (FAO), such a rate does not fall within the definition of "heavy logging," which is generally considered to be at least 50m^3 per hectare. This comparison highlights that, while the logging operations were extensive and caused undeniable damage, the intensity of the extraction per hectare was below the internationally recognised threshold for heavy logging. The Court must therefore take this into account in its assessment, ensuring that the damages awarded are proportionate to the scale and intensity of the operations as evidenced before it. Additionally, while the skidding roads do not directly expand the logged area, their indirect effects such as increased soil erosion, alteration of natural runoff patterns, and collateral damage to surrounding vegetation must be taken into account. Nevertheless, the Court is satisfied that such secondary impacts, though real, do not materially enlarge the extent of the damage already established. They may contribute incrementally to the degradation of the land, but they do not justify a significant increase in the overall quantum of damages to be awarded.

9. The jurisprudence, as articulated in *Pone v Anasia Corparation* [2018] SBHC 103, *Kikile v Kalahaki Ltd* [2011] SBHC 78, and *Maina v Kalola* [2019] SBHC 8, establishes that the Court should award damages at the rate of $7.50 per square metre in cases where there is clear and cogent evidence

of damage to the land. In the present case, however, the evidentiary record does not attain the same level of clarity as was available in *Pone* and *Kikile*. The Claimant has not produced detailed environmental assessments or sworn statements addressing the size of the roads within the logged area, the ecological impact, nor has there been expert testimony quantifying the loss of flora, fauna, or the livelihood of the villagers. In such a circumstance where the evidence is insufficient, this Court adopts the approach taken in *Maina v Kalola*. In that case, the Court was faced with similar limitations. The logged area was estimated at 7 hectares, yet there was no measurement of the length or width of the skid tracks, rendering it difficult to calculate the precise extent of damage. The Court therefore divided the area into half and applied the accepted rate of $7.50 per square metre. At paragraphs 26 to 29 of the judgment, Faukona J (now DCJ) reasoned:

> *"26. The report also shows that an estimate of 7 hectares of land was encrooched upon by the first and the third Defendants where logging activities actually took place. Sadly, no measurement of the length of the skid marks was made. Would that mean every single square meter in the 70,000 square meters was damaged? I do not, for a moment, imagine that could have been done. I would rather consider awarding half of 70,000m². The formulae applied by the Claimants is rather exaggerated, if not, mistakenly calculated.*
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> *27. In the absence of proper or accurote meosurement af skid tracks within the 7 hectares of land, it would be difficult to calculate. The maps the Claimants refer to as professing calculable formulae does not assist in any way. There was no skid marked tracks demarcated on the maps or a number of skid marks tracks and the total length of measurement of all the skid tracks. Without the availability of such it would be difficult to calculate. I do not accept using 7 hectares or 70,000m² and multiplied by the going rate to give value of total damages caused.*
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> *28. The going rate used by the Claimants is different from the already acceptable rate of $7.50 per square meter. That rate had already been accepted by the court in a number of cases, including Lanimae v Mega Enterprises Ltd., Kikile v Kalahaki and others. Therefore, to ascertain consistency, I will occept the old rate.*
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> *29. 70,000 m² ÷ 2 = 35,000 m² x 7.50 = $262,850.00 is awarded for damages to the land."*

10. This reasoning is directly applicable to the present case. Given the absence of the precise measurements of skid tracks and the lack of detailed environmental assessments, the Court therefore adopts the approach taken in the above case as a moderated approach. The principle in the above case ensures that the damages to the land under consideration are awarded fairly, consistently, and proportionately, without resorting to speculative or exaggerated calculations.

11. Guided by the reasoning in *Maina v Kalola*, this Court adopts a moderated approach in assessing damages for the trespass to the Tenamamala land. The Field Assessment Report establishes that the total area subjected to the logging operations was 378.3 hectares, equivalent to 3,783,000m². However, in the absence of precise measurements of skid tracks, detailed environmental assessments, or expert testimony, it would be speculative to assume that every square metre of the logged area was damaged. Consistent with the principle in *Maina*, the Court considers it appropriate to divide the total area into half, thereby recognising both the proven damage and the evidentiary limitations. Accordingly, the Court calculates the compensable area as 1,891,500m². Applying the accepted rate of $7.50 per square metre, the damages for trespass to the land are assessed at:1,891,500m² × $7.50 = $14,186,250.00. The Court therefore awards

damages for trespass to the Tenamamala customary land in the sum of $14,186,250.00. This award reflects a fair and proportionate assessment, consistent with the established jurisprudence of this jurisdiction, while avoiding inflation of the quantum in light of the evidentiary gaps.

12. For the reasons set out above, and upon consideration of the uncontested evidence and the applicable jurisprudence, the Court makes the following orders:

Orders of the Court

1. **Damages for Conversion of Trees: Judgment is entered for the Claimant against the Second and Third Defendants in the sum of $4,300,824.63, being the proven proceeds derived from the unlawful extraction and export of 2,913 pieces of round logs from the Tenamamala customary land.**

2. **Damages for Trespass to Land: Judgment is further entered for the Claimant against the Second and Third Defendants in the sum of $14,186,250.00, being the assessed damages for trespass to 378.3 hectares of the Tenamamala customary land.**

3. **Total Judgment Sum: The aggregate award of damages is therefore $18,487,074.63 (SBD), for which the Second and Third Defendants are jointly and severally liable to pay the Claimant, to be paid within 42 days.**

4. **Costs of this hearing shall be paid jointly and severally by the Second and Third Defendants on a standard basis.**

THE COURT

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Hon. Justice Augustine S. Aulanga

PUISNE JUDGE