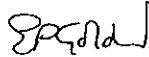


examination of the witness Oloni who is employed in the Ministry of Lands as a senior valuer.

8. The evidence of Oloni was to the effect that an average was taken over the whole period as no data exists as to what the rent for the years 2001-2004 should be. This was a period of tension in Solomon Islands. Whilst she was prepared to concede that the rental for that period would be less than the \$8000 per month now claimed as an average, and suggested that it would have been within the range \$4000-8000, whereas now it would be in the range \$10000 and above, she did not concede that the average should be put at below \$8000 for the entire period.
9. On the basis of the evidence and the questions that were put to the witness on behalf of the defendant I have no hesitation in concluding on the balance of probabilities that the average rental payable over this period could properly be said to be \$8000 per month. It is clear that it would have been less during the earlier years, and would be more presently and probably since the intervention that caused the tension to subside in 2004/5.
10. Given that finding and that no other evidence was challenged in these proceedings, it remains a question of mathematical calculation as to what the final order is to be. I also note in her evidence that the valuer refers to allowance that might be made against the rent payable for improvements but that, in spite of requests, the defendant has still not provided details of her expenditure on improvements.
11. In addition to the claim for damages due to trespass, disposed of by the order proposed for mensue profits, there is a claim for aggravated or exemplary damages. This is based on the continuing illegal occupation of the government quarters when there is such a demand for housing and shortage of revenue for the government. Whilst the court appreciates the reasons for the claim, which are not challenged, the court is not inclined to order aggravated or exemplary damages in this case. Whilst the claim was filed in 2004 it was not until 20 October 2008 that the claim in its present form was filed, and since the claimant obtained an order that the defendant vacate the house, the same defendant has since given the same defendant authority to remain in the same house. There is no doubt reason for this to happen, given the extent to which the representative of the claimant went to obtain the eviction order in the first place, and given that the reasons must exist it is not unreasonable to assume that the defendant believed that good reason existed as well. IN that event aggravated or exemplary damages are not indicated.
12. The order made by the court in these proceedings is that the defendant pay to the claimant \$736,000.00 and the costs of these proceedings, such costs to be agreed or taxed and in any event payable within 28 days from the date of delivery of judgment. Interest on the judgment debt will be payable at the prescribed interest rate if not paid with 28 days of the date of delivery of judgment.

Dated this 7th day of December 2009



Judge Goldsbrough

