



**QORTI CIVILI PRIM' AWLA**

**S.T.O. PRIM IMHALLEF MARK CHETCUTI**

**Illum l-Erbgha, 3 ta' Marzu, 2021**

Numru 5

**Rikors Guramentat Nru. 48/2019**

**Citadel Insurance plc kif surrogata fid-drittijiet tal-assigurat taghha,  
Albert Galea, sija bil-polza u sija bil-ligi u l-istess Albert Galea  
ghall-kull interess illi jista' jkollu**

**vs**

**Express Trailers Limited**

**Il-Qorti,**

Rat ir-rikors guramentat tal-atturi tat-18 ta' Jannar, 2019 li jghid hekk:

1. Illi permezz ta' polza tal-assigurazzjoni tat-tip 'marine cargo' bin-numru ta' referenza GAL/MARO/102/07/100062, l-assigurat Albert Galea, assigura mas-socjeta assiguratrici rikorrenti, merkanzija industrijali Compair Air Compressor — Model L75-10AV2, liema kellu jigi trasportat mill-Germanja lejn Malta [kopja tal-polza esibita mmarkata Dokument A];
2. Illi l-imsemmi kumpressur wasal Malta nhar il-15 ta' Jannar 2018 u nhatt mis-socjeta Express Trailers Ltd u gie ddepozitat fil-mahzen tal-istess [kopja tan-notice of Arrival qed tigi hawn annessa u mmarkata bhala Dokument B];
3. Illi l-ghada iben l-assigurat mar fl-imhazen tas-socjeta intimata sabiex jispezjona l-kumpressur u kkonstata illi kellu diversi hsarat u fil-fatt fit-18 ta' Jannar 2018 baghat ittra ta' protesta lill-intimata [Dokument C];
4. Illi l-valur tal-hsarat gew stmati minn surveyor imqabbad mis-socjeta attrici li

jammonta ghal hmistax-il elf sitt mija u disghin ewro f'danni (€15,960)<sup>1</sup>;

5. Illi fit-28 ta' Frar 2018 is-socjeta attrici hallset lill-assigurat taghha l-ammont ta' hmistax-il elf, mitejn u disgha u erbghin ewro u tnejn u hamsin centezmu (€15,249.52) u giet issurogata fid-drittijiet tal-istess assigurat; [kopja tas-subrogation form qed tigi hawn annessa u mmarkata bhala Dokument E]. Hallset ukoll is-somma ta' €685.00 fl spejjez lil surveyors u professjonisti ohra;

6. Illi minkejja li s-socjeta intimata giet debitament interpellata sabiex tersaq ghall-likwidazzjoni u l-hlas tad-danni kemm bonarjament f'korrispondenza skambjata bejn il-partijiet u anke permezz ta' ittra ufficjali numru 1306/18, hija naqset milli taghmel dan [kopja tal-ittra ufficjali qed tigi hawn annessa u mmarkata bhala Dokument F];

7. Illi ghaldaqstant kellha ssir l-odjerna kawza;

Ghaldaqstant in vista tas-suespost l-esponenti umilment jitolbu lil din l-Onorabbli Qorti joghgobha, salv dawk il-provvedimenti li jidhrilha xierqa u opportuni;

1. Tiddikjara illi s-socjeta intimata Express Trailers Limited (C4278) responsabbli ghad-danni kkagunati fuq il-kumpressur Compair Air Compressor — Model L75-10AV2 kif ukoll ghal spejjez inkorsi u relatati mal-istess dannu;

2. Tillikwida d-danni sofferti mir-rikorrenti konsistenti fl-ammonti imhallsa lill-assikurat u f' survey fees;

3. Tordna lis-socjeta intimata thallas is-somma hekk likwidata.

Bl-ispejjez inkluz dawk tal-ittra ufficjali numru 1306/18 u bl-imghaxijiet mid-data ta' dik l-ittra. L-intimata hija minn issa fil-persuni tar-rapprezentanti legali taghha ingunta in subizzjoni.

Rat ir-risposta guramentata tas-socjeta konvenuta li tghid hekk:

1. Illi preliminarjament, trid issir il-prova mis-socjeta rikorrenti tas-surroga taghha fid-drittijiet tal-assigurat taghha ai termini tat-Artikolu 1165 tal-Kap. 16 tal-Ligijiet ta' Malta;

2. Illi, bla hsara ghas-suespost, it-talbiet attrici huma dekaduti ai termini tal-Artikolu 32 tal-Konvenzjoni Dwar il-Kuntratt ghall-Garr Stradali Internazzjonali ta' Merkanzija (Konvenzjoni CMR), liema Konvenzjoni CMR giet inkorporata fil-ligi Maltija permezz tal-Kap. 486 tal-Ligijiet ta' Malta;

3. Illi, sussidjarjament, fil-mertu, irid jigi ppruvat illi l-hsarat sehew fil-perjodu li fiha l-merkanzija kienet taht il-kura u responsabbilta tal-istess socjeta konvenuta, ai termini tal-Artikolu 17 tal-Konvenzjoni CMR;

4. Illi fil-fatt ghandu jirrizulta illi l-hsara lill-merkanzija sehhet qabel ma din ghaddiet fil-kontroll u taht ir-responsabbilta tas-socjeta konvenuta;

<sup>1</sup> Dan jidher li huwa zball ortografiku, ghaliex is-somma tal-hsarat giet stmata fl-ammont ta' €15,690 mhux €15,960

5. Illi sussidjarjament, jekk jinstab li s-socjeta konvenuta hija responsabbli ghad-danni, tapplika l-limitazzjoni ai termini tal-Artikolu 23 tal-Konvenzjoni CMR;

6. Illi bla hsara ghas-suespost iridu jigu provati d-danni reklamati mill-atturi;

7. Illi dan kollu kien gia gie rilevat mis-socjeta konvenuta permezz tal-ittra ufficjali responsiva datata 31 ta' Ottubru 2018 (kopja ta' liema ittra ufficjali risponsiva hija hawn annessa u mmarkata bhala Dok. A);

Salv eccezzjonijiet ulterjuri.

Bl-ispejjez kontra l-atturi li minn issa huma ingunti ghas-subizzjoni.

Rat l-atti kollha u n-nota tas-sottomissjonijiet;

Rat li l-kawza thalliet ghas-sentenza.

## Ikkunsidrat

### Fatti li taw lok ghall-vertenza

Dan il-kaz jirrigwarda kumpressur industrijali li AG Industrial Solutions (Malta) xtrat minghand Gardner Denver (Germanja). L-invoice relattiva<sup>2</sup>, datata 22 ta' Dicembru 2017, turi li l-valur tal-kumpressur (Mudell L75-10AV2) kien ta' €15,570.41 bil-*packing charges* ta' €120 (cioe total ta' €15,690.41).

Skont ma jirrizulta mit-timbri fuq il-Consignment note (CMR)<sup>3</sup> il-mittent kien certu Schenker Deutschland AG (mill-post fil-Germanja bl-isem ta' WALDAUBERSHEM) u t-trasportatur kien Express Trailers Ltd.

Fil-15 ta' Jannar 2018 il-kumpressur wasal Malta u Express Trailers Ltd harget *notice of arriva*<sup>4</sup> u ghalhekk AG Industrial Solutions saret taf bil-wasla tieghu. Meta Albert Galea u ibnu Owen Galea marru fil-mahzen tal-Express Trailers ikkonstataw li l-kumpressur kien danneggjat. Fil-fatt fis-17 ta' Jannar 2018 baghtu ittra ta' protesta lil Express Trailers u infurmawhom bis-survey li kien ser isir l-ghada 18 ta' Jannar 2018.

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<sup>2</sup> Dok LF4, fol 53

<sup>3</sup> Dok CFS1, fol 82

<sup>4</sup> Dok B fol 18-19

Albert Galea (*trading as AG Industrial Solutions*) kellu polza ta' assikurazzjoni mas-socjeta attrici Citadel Insurance plc, u ghalhekk ghamel *claim*<sup>5</sup> magħha.

Is-socjeta Citadel Insurance plc qabbdet kemm lill-Inginier Martin Pizzuto u kif ukoll lil OF Gollcher & Sons Ltd (Agenti ta' Lloyds London f' Malta) biex isir survey fir-rigward tal-kumpressur danneggjat. It-tnejn li huma ghamlu rapport. Fil-fatt ir-rapport tal-ingenier Pizzuto jidher li kien inghadda lil OF Gollcher & Sons ghaliex hemm anke riferenza ghalih fir-rapport tagħhom.

(a) L-ingenier Martin Pizzuto ghamel rapport<sup>6</sup>, (*ossia* e-mail mibghuta lil David Brooks ta' Citadel Insurance Plc, datata 5 ta' Frar 2018) fejn qal li d-danni li jidhru vizwalment jindikaw li "*the 1800kg packaged unit may have been dropped in a vertical direction from a height of less than one meter.*" Qal li minkejja li spezzjoni interna ma wrietx li kien hemm caqliq ta' komponenti interni "*being the screw-type compressor it is important that the compressor is suitably re-tested before being put into service.*" Huwa ssuggerixxa zewg soluzzjonijiet fic-cirkostanzi izda kien tal-parir li l-iktar wahda finanzjalment favorevoli kienet li l-kumpressur jigi dikjarat "total loss", u jippruvaw jirkupraw xi haga minnu billi ibighuh "*second hand*" f' Malta.

(b) OF Gollcher & Sons ghamlu rapport<sup>7</sup> (datat 6 ta' Frar 2018) fejn ikkonkludew li d-danni sehew minhabba impatt li garrab il-kumpressur waqt li kien qed jingarr bejn il-Germanja u Malta, cioe` meta kien taht ir-responsabbilta` ta' Express Trailers, ladarba s-CMR (International Consignment note) ma kellhiex rimarki.

Citadel Insurance konsegwentement hallset lil Albert Galea (*trading as AG Industrial Solutions*) l-ammont ta' €15,249.52, u fit-28 ta' Frar 2018 huwa iffirma *discharge & subrogation form* favur is-socjeta Citadel Insurance plc<sup>8</sup>.

Fit-18 ta' April 2018<sup>9</sup> is-socjeta Citadel Insurance plc interpellat lil Express Trailers permezz ta' ittra ufficjali għall-hlas ta' €15,249.52 u fil-31 ta' Ottubru 2018<sup>10</sup> Express Trailers wiegbet (*inter alia*) li l-hsara reklamata sehhet qabel ma l-merkanzija ghaddiet għandha.

Għalhekk fl-18 ta' Jannar 2019 is-socjeta Citadel Insurance plc intavolat il-kawza odjerna.

<sup>5</sup> Dok LF2, fol 50-51

<sup>6</sup> Dok MP1, fol 105-106

<sup>7</sup> Dok D, fol 21 et seq

<sup>8</sup> Dok E, fol 27

<sup>9</sup> Dok F, fol 28

<sup>10</sup> Dok A, fol 35

## Xhieda

Lawrence Formosa (*senior manager* tas-socjeta Citadel Insurance plc) fl-affidavit tieghu<sup>11</sup> ikkonferma li l-polza ta' assigurazzjoni tat-tip *Marine Open Cover* li kellu Albert Galea kellha validita` ghal sena shiha. Spjega li fis-17 ta' Jannar 2018 Owen Galea kien informa lil Iven Micallef (*is-senior claims handler* tas-socjeta attrici) bil-fatt li l-merkanzija kienet waslet danneggjata u huma qalulu biex jibghat ittra bil-miktub sabiex izomm lil Express Trailers responsabbli. Qal ukoll li kienu hatru lil O.F. Gollcher & Sons Ltd ghan-nom ta' Lloyds sabiex jezaminaw il-merkanzija fil-prezenza tal-assikurat u ta' Express Trailers u biex jikkonstataw id-dannu. Accenna ghar-rapport li jikkonkludi li ghall-hsara kienet responsabbli Express Trailers. Qal li l-merkanzija giet ukoll ezaminata minn Martin Pizzuto, (inginer imqabba minnha). Spjega li esploraw diversi soluzzjonijiet, izda ikkonkludew li l-ahjar ghazla kienet li l-kumpressur jigi rimpjazzat b'wiehed gdid, u li dak danneggjat jinbiegh.

Albert Galea xehed<sup>12</sup> li meta hu u ibnu Owen Galea marru fil-mahzen ta' Express Trailers raw li l-kumpressur kien danneggjat severament. *"Niftakar li kien mghawweg, kien beyond, ma stajniex naghtuh lill-klijent kif inhu ovvjament."* Huwa kkonferma li kienet saret claim u li thallas l-ammont ta' €15,249.52 minghand Citadel Insurance plc u li giet surrogata fid-drittijiet tieghu.

Owen Galea fix-xiehda tieghu<sup>13</sup> spjega li l-burdnar imur ghand l-Express Trailers Hal Far biex jiccekkja x-xoghol qabel ma jiehdu, u li l-burdnar f' dan il-kaz mill-ewwel qallu biex imur fuq il-post ghaliex il-kumpressur kien danneggjat. Qal li l-kumpressur kien jidher li *"qala' daqqa tajba"*, kellu l-body *"mghawweg kompletament"* u *"minn gewwa kien mghawweg ukoll"*. Huwa irrefera ghad-dokument OG2<sup>14</sup> u accenna ghall-fatt li Express Trailers indikaw fuq tali dokument li l-merkanzija giet danneggjata. Qal li s-socjeta assikuratrici kienet qabbdet inginier, certu Martin Pizzuto biex jevalwa l-kaz.

Clinton Falzon Scerri (minn OF Gollcher & Sons Ltd) fix-xiehda tieghu<sup>15</sup> ikkonferma l-

<sup>11</sup> Dok LF, fol 45-46

<sup>12</sup> Xiehda ta' Albert Galea, tal-10.05.2019, fol 59-60

<sup>13</sup> Xiehda ta' Owen Galea, tal-10.05.2019, fol 61-63

<sup>14</sup> Dok OG2, fol 67 *"Received intact and shrunk well. Inner cargo could be seen from outside with doors and corners and panels dislocated"*

<sup>15</sup> Xiehda ta' Clinton Falzon Scerri tal-05.06.2019, fol 71 et seq

firma tieghu fuq is-survey report. Spjega li s-survey kien wiehed joint, fis-sens li kien hemm hu in rappreżentanza tas-socjeta Citadel Insurance u certu Kenny Roberts, il-Bond Operator ta' Express Trailers. Spjega li kienu attendew il-mahzen tal-Express Trailers f'Hal Far. Qal li l-hsara li kellu l-kumpressur kien tat-tip li tista' tigi abbinata ma waqgha jew rough handling. Qal li ma setghux jikkonstataw jekk kinitx affettwata l-funzjonalita` tieghu internament. Kompla jghid li kienu waslu ghall-konkluzjoni li kienu Express Trailers li kienu responsabbli ghad-dannu ghaliex fuq il-*Contract of Carriage* (CMR) ma kienx hemm imnizzlin hsarat. Spjega li dan huwa dokument li jigi iffirmit mix-shipper (dak li jibghat ix-xoghol) u l-carrier (dak li se jgorr ix-xoghol,); kompla jghid li jekk meta jkun gie ippikkjat ix-xoghol ikun hemm "*adverse remarks*" dawn jitnizzlu. Qal li ladarba dan gie ittimbrat minn Express Trailers ifisser li qed jaccettaw li dan ix-xoghol kien f' kundizzjoni tajba. Qal li l-"fee" taghhom (OF Gollcher & Sons) kienet €575.

Kontro-ezaminat qal li dwar danni interni ma setax jikkonstata jekk kienx hemm. Qal li huwa seta jara biss il-hsarat minn barra, u li mbaghad attenda l-inginier biex jara l-funzjonalita` tal-kumpressur. Qal pero` li ma kellux feedback dwar il-hsarat interni o meno. Dwar il-hsara li ra qal li din kienet attribwibbli ghal waqgha. Mistoqsi jekk jistax jghid f'liema mument tat-tragitt inqalghet il-hsara, qal li huwa impossibbli. Mistoqsi jekk jeskludix li kien hemm il-hsara qabel ma tpogga' l-plastik, qabel ma tghabba fuq it-trailer, qal li ma setax jeskludih, pero` ikkummenta li kien fid-dover ta' Express Trailers li jispezzjonawh. Accenna pero` ghall-fatt li d-dokument (consignment note) ma' giex endorsed b'rimarka izda kien "*clean receipt*".

Andrew Cassar (mid-Dipartiment tad-Dwana) fix-xiehda tieghu<sup>16</sup> qal li d-Dwana m'ghandha x' taqsam xejn ladarba l-merkanzija torigina minn stat membru tal-Unjoni Ewropea.

Martin Pizzuto (Inginier) fix-xiehda tieghu<sup>17</sup> spjega li kienet qabdditu s-Citadel Insurance plc bl-intiza li jaghmel technical survey sabiex jevalwa l-hsara li garrab il-kumpressur in kwistjoni. Spjega li kien mar fil-mahzen ta' Express Trailers u kien deher car li l-"*packaged compressor*" in kwistjoni, cioe` kumpressur li kien maghluq

<sup>16</sup> Xiehda ta' Andrew Cassar tal-10.07.2019, fol 94 et seq

<sup>17</sup> Xiehda tal-Inginier Martin Pizzuto tad-9 ta' Ottubru 2019, fol 101 et seq

go casing tal-hadid, go chassis u panels tal-hadid, kien jidher li kellu l-hsara fuq ic-chassis u l-istruttura. Qal li huwa rah Malta u ghalhekk ma setax jghid fejn saret il-hsara. Spjega li ladarba l-istruttura wriet hsharat vizivi wiehed jista' jikkonkludi li dawn gew trasmessi fil-*"compressor mechanics"*. Qal li xtaqu li jsir testing pero sfortunatament biex isir testing ikollu jerga' jintbaghat il-fabbrika bil-possibilita` li l-fabbrika tikkonkludi li huwa "total loss".

Kontro-ezaminat ippreciza hekk:

*"Mela l-iktar haga li kienet importanti fl-opinjoni tieghi kienet illi one of the four corners ibbakiljat. Il-main structure ta' wahda mill-erba' kantunieri kienet turi bic-car li kienet mgħawga. Issa din hija one of the strongest part tal-packaged unit. La din garrbet din it-tip ta' hsara, definitely li dan il-kompressur gralu xi haga; jew waqa' jew qala' xi daqqa jew inqaleb."*

Kompla jghid li tali daqqa taghti x' tifhem li l-impatt kien wiehed verikali mhux laterali.

F'e-mail li baghat lil David Brooks (ta' Citadel Insurance) fil-15 ta' Frar 2018<sup>18</sup>, cioe ghaxart ijiem wara l-e-mail (kontenenti r-rapport) li kien baghtlu il-5 ta' Frar 2018, qallu li kien ikun pruzuntuz kieku kellu jghidlu fejn jahseb li sehhet il-hsara. Spjegalu hekk:

*"Good morning David,*

*From my end I feel that stating where and when the damage actually occurred would be presumptuous.*

*As I stated earlier, I suspect that the damage occurred when the compressor fell through a vertical distance of possibly not more than a meter. You therefore need to establish the movements from the point of discharge from the factory to arrival at the local Express Trailers depot, particularly where the compressor was handled by a fork lift truck or other loading device. It is most likely that te damage occurred during such handling.*

*I cannot vouch for anyone, Express Trailers included, however I suspect that Express Trailers would have only handled the compressor in their local depot when off-loading it from their truck and that accounts for only one movement. Perhaps you should investigate the movement in the Schenker warehouse, particularly during those seven days when the compressor was left uncollected.*

*I also suggest that in future particularly with this type of cargo (which is very sensitie to impact damage) you should insist on an impact/drop/tilt recording*

<sup>18</sup> esebita ma' Dok MP1 fix-xiehda tieghu

*device to be affixed on the outside of the cargo being delivered, together with the usual “fragile” and “do not drop” labels.*

*Regards,  
Martin.*

Dumitrache Ionel-Laurențiu (xufier internazzjonali u impjegat ta' Express Trailers) fid-dikjarazzjoni li ghamel quddiem in-Nutar Stamule Daniela<sup>19</sup> qal li fl-10 ta' Jannar 2018 kien fit-triq bit-truck ETM051 u trailer ETM303 biex jghabbi t-trailer skont il-programm li kellu:

*“On the 10<sup>th</sup> of January 2018 at 7:00 o'clock I reached WALDAUBERSHEM, where I waited until 10:15-10:30 for the loading of the parcel that was integrally covered with light blue thin plastic and could not see what was inside, and then I secured the parcel with nylon straps to the trailer. I can confirm that the parcel was intact, with no visible damages. From there I went to GUMMERSBACH to load other parcels that I secured as well. After that I have continued loading:*

*-KOLN – 11.01.2018 – 8.15;  
-HEEREN – 11.01.2018 at 10.20;  
-MOERDUK – 11.01.2018 at 16.50;  
-WAALWUK – 11.01.2018 at 17:00;  
-KOLN – 11.01.2018 at 20.50.*

*In KOLN the trailer was completely loaded and I started going back to GENOVA ITALY at terminal SAN GIORGIO, at maritime transport company GRIMALDI, in order to load the trailer ETM303, with destination for MALTA. In GENOVA, I arrived on 13.01.2018 at 14.30. The travel was without problems, there was no incident during the entire period. I have to mention that I do not know what the content of the parcels is, my duty being the one to carry the merchandise in the best safety conditions.”*

Kenny Roberts (Bond Management Operator ta' Express Trailers) fl-affidavit<sup>20</sup> tieghu xehed li fil-15 ta' Jannar 2018 kien prezenti meta t-trailer bin-numru ETM303 mgħobbi *b'groupage consignments* wasal fil-bonded stores ta' Express Trailers f' Hal Far. Spjega li qabel ma nfetah it-trailer innutaw li kien hemm is-sigill (foreign seal) li kien sar mix-xufier wara l-ahhar *pick up* ta' cargo, u sigill iehor (local seal) li sar mill-Valletta Gateway Terminals wara li nizel mill-vapur. Imbagħad bdew bil-hatt tat-trailer. Dwar il-kumpressur spjega hekk:

*”3. During unloading of the trailer it was apparent that the compressor belonging to AG Industrial Solutions was loaded at the very front of the trailer*

<sup>19</sup> Apostille fol 120

<sup>20</sup> Affidavit ta' Kenny Roberts Dok B, fol 122-124



(i.e. it was loaded onto Trailer No ETM303 first) and was adequately strapped to the trailer with two ratchet straps in order to avoid movement during transportation.

4. The compressor in question was covered in plastic and bolted onto a wooden pallet. The unit and plastic covering were visually and outwardly intact. A photo of the way the compressor was loaded in our trailer, which photo was taken from the side of the trailer, and shows the transparent plastic around the blue compressor and the straps that held the compressor in place, is marked as Dokument KR1, attached hereto. This photo was taken by our agent at the time of loading of the compressor onto the trailer and was the very same way in which the compressor was received by us on arrival in Malta, in our bonded stores.

5. However, when we were unloading the trailer and came to unload the compressor, upon standing within the trailer and being in close proximity and feeling the compressor, we noticed that there was some dislodging and misalignment of the compressor's edges although the plastic was still intact. At that point, since it was late in the day (approximately 19:00) and there was nothing that we could do about the situation prior to the following day, I decided to unload the compressor into our bonded stores and agreed to inform the client's hauler the following day when he was due to collect the compressor.

6. Hence on the 16th January 2018, AG Industrial Solutions' hauler came to collect the compressor. At that point in time we informed the hauler of the apparent damage and he called his principals. Still in the presence of the client's hauler, we tore part of the plastic packaging to better show the damages to the compressor. ....

.....

9. Mr Owen Galea visited our bonded stores on the 17th January 2018. I informed him that we should not remove the plastic packaging before a survey is carried out.

10. On the 18th January client's surveyor attended our bonded stores, together with client. The we took off the plastic packaging in the presence of the surveyor, Mr Owen Galea and Mr Albert Galea. At that point all could see that the compressor had sustained damages before the plastic packaging had been placed on the compressor. The compressor was noted tilted to one side and the door and sides were out of place.

.....

12. It has since come to my attention that in his report, attending surveyor Clint Falzon Scerri stated that the compressor "was found loaded and bolted onto a pallet, covered in a plastic sheet. We were told by the parties present that no further protective dunnage/material was originally securing the cargo". This appears to be an oversight on the surveyor's end, since, as stated above in paragraph 3, the compressor was originally strapped to the trailer with two ratchet straps in order to avoid movement during transportation. Moreover the trailer was closely packed and the compressor had no space to move within the trailer....

13. I further understand that in his testimony given on the 9th October 2019, Engineer Pizzuto confirmed that the damage was indicative of "a very very high energy impact" resulting from a vertical fall.

14. Therefore it logically follows that, taking into account the nature of the damage caused and the reports prepared by both surveyor and Engineer abovementioned, the incident in question could only have been caused prior to the compressor being placed into the possession and care of Express Trailers Limited. In fact, the compressor was loaded by the shipper (DB Schenker) onto the same trailer (ETM303) in which it arrived at our bonded stores and it was never moved or unloaded from the trailer from the moment that it was loaded inside the trailer by DB Schenker until after we noticed the damage as mentioned above. I was present at the moment of the unloading of the compressor from the trailer and I can confirm that it sustained no damage and/or was not dropped at that stage.

15. Hence the incident which caused the damage to the compressor must have taken place prior to its loading onto Trailer No ETM303 in Germany."

Huwa xehed in kontro-ezami fit-22 ta' Ottubru 2020<sup>21</sup>. Ikkonferma li huwa kien prezenti meta infetah it-trailer u li l-hsarat kienu jidhru minn gol-plastic stess.

*Dr Manuel Galea: Inti kont prezenti waqt li infetah it-trailer hux hekk?*

*Xhud: Iva*

*Dr Manuel Galea: Naqblu li meta infetah it-trailer inti rajt misalignment?*

*Xhud: Le kif gejna closely tieghu, kif inhatt ix-xoghol kollu gejna biex inhottu l-kumpressur li kien ghadu hu biss kif stjajna nitilghu fit-trailer imbaghad nidhlu gox-xoghol nigu close tieghu indunajna li kien hemm mislodging minn gol-plastic stess.*

*Dr Manuel Galea: Jigifieri naqblu li inti meta mort vicin il-pakkett stajt tara li kien hemm xi forma ta' misalignment?*

*Xhud: Iva iva.*

*Dr Manuel Galea: Kien jidher fl-ghajn?*

*Xhud: Kien jidher fl-ghajn.*

Kompla jghid li huwa mhux persuna teknika, u li r-rapporti tal-inginier u tas-surveyor ma rahomx. Rega' kkonferma li d-danni, cioe` id-dislodging, kienu vizibbli.

<sup>21</sup> Xiehda ta' Kenny Roberts in kontro-ezami 22.10.2020, fol 150 et seq

Christopher Saliba (Manager ta' Express Trailers) fix-xiehda tieghu<sup>22</sup> spjega li ilu ms-socjeta Express Trailers ghal ghaxar snin u sa mill-bidu tal-impieg tieghu jiftakar lil AG Industrial Solutions bhala klijenti. Qal li Express Trailers iggorrilhom kompressuri mill-Germanja: u x-xoghol dejjem ikun l-istess. Qal li hekk kif ikunu infurmati li hemm xi xoghol x' jingieb Malta, huma jaghmlu l-kuntatti necessarji ma' minn fejn ser ikun ser jitghabba x-xoghol u jippjanaw data u hin sabiex jibghatu trakk u trailer biex jingarr tali xoghol. Spjega li l-klijent dejjem jirrikjedi li x-xoghol jitghabba ma' xoghol iehor (groupage). Mistoqsi minn minn jitghabba x-xoghol fit-trailer, wiegeb "*Mill-kumpanija fejn ikun origina x-xoghol*". Qal li dak il-hin ix-xufier jiftah il-bibien tal-gnieb jew ta' wara skont kif jippreferu huma. Mistoqsi f' liema stat ikun ix-xoghol meta jitghabba, qal li jkun *shrink wrapped* mill-fabbrika stess. Mistoqsi jekk ix-xufier jaghmilx xi spezzjoni, wiegeb "*Ir-responsabbilta` tax-xufier tkun li jaghti a visual external feedback tax-xoghol kif ikun mgħobbi u r-responsabbilta` iktar minn hekk li jillaxxa x-xoghol sew kemm ghas-sigurta` tieghu fit-triq u ta' haddiehor.*" Enfasizza li x-xufier ma jistax jiftah ix-xoghol izda jaghmel *external checks* biss. Ipprezenta Dok CS1 u spjega li huwa *package note* tal-konsenja li jkunu qeghdin igorru, fejn huma mitlubin jaghmlu nota jekk jirrizulta li mid-daqqa t' ghajn ta' barra hemm xi hsarat.

### **L-ewwel eccezzjoni**

Fl-ewwel eccezzjoni taghha s-socjeta konvenuta sostniet li s-socjeta attrici kellha tressaq prova li giet surrogata fid-drittijiet tal-assikurat taghha ai termini tal-Artikolu 1165 tal-Kap 16 tal-Ligijiet ta' Malta. Dok E (*Discharge and Subrogation Form*, datata 28 ta' Frar 2018 u ffirmata minn Albert Galea) fil-fatt tikkonferma li s-socjeta attrici giet surrogata fid-drittijiet ta' Albert Galea (t/a AG Industrial Solutions) u l-istess Albert Galea fix-xiehda tieghu ikkonferma li effettivament thallas l-ammont ta' €15,249.52. Ghalhekk l-ewwel eccezzjoni hija infondata.

### **It-tieni eccezzjoni**

Fit-tieni eccezzjoni taghha s-socjeta konvenuta ssostni li t-talbiet attrici huma dekaduti ai termini tal-Artikolu 32 tal-Konvenzjoni Dwar il-Kuntratt għall-Garr Stradali Internazzjonali ta' Merkanzija (Konvenzjoni CMR), liema konvenzjoni hija inkorporata

<sup>22</sup> Xiehda ta' Christopher Saliba tat-03.09.2020, fol 144 et seq

fil-ligi Maltija permezz tal-Kap 486 tal-Ligijiet ta' Malta. L-Artikolu 32 citat jaqra hekk:

**Article 32**

*1. The period of limitation for an action arising out of carriage under this Convention shall be one year. Nevertheless, in the case of wilful misconduct, or such default as in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to wilful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:*

*(a) in the case of partial loss, damage or delay in delivery, from the date of delivery;*

*(b) in the case of total loss, from the thirtieth day after the expiry of the agreed time-limit or where there is no agreed time-limit from the sixtieth day from the date on which the goods were taken over by the carrier;*

*(c) in all other cases, on the expiry of a period of three months after the making of the contract of carriage.*

*The day on which the period of limitation begins to run shall not be included in the period.*

*2. A written claim shall suspend the period of limitation until such date as the carrier rejects the claim by notification in writing and returns the documents attached thereto. If a part of the claim is admitted the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim, or of the reply and of the return of the documents, shall rest with the party relying upon these facts. The running of the period of limitation shall not be suspended by further claims having the same object.*

*3. Subject to the provisions of paragraph 2 above, the extension of the period of limitation shall be governed by the law of the court or tribunal seized of the case. That law shall also govern the fresh accrual of rights of action.*

*4. A right of action which has become barred by lapse of time may not be exercised by way of counterclaim or set-off.*

Effettivament, kemm jekk jitqies li l-hsarat li garrab il-kumpressur huma "partial", u kemm jekk jitqiesu li huma "total", ghandu jirrizulta li l-azzjoni odjerna – li giet intavolata fit-18 ta' Jannar 2019 - saret *entro termine*.

(i) F' kaz li jitqies li l-hsarat kienu **parzjali**, il-perjodu ta' sena skont l-Artikolu 32(1)(a) jiddekorri mill-15 ta' Jannar 2018, cioe minn meta l-merkanzija giet "delivered" (minn meta waslet Malta). Ghalkemm minn tali data sa meta giet intavolata din il-kawza,

skorriet sena, il-*"period of limitation"* kien effettivament gie sospiz ai termini tal-Artikolu 32(2) bejn it-18 ta' April 2018 (meta s-socjeta attrici interpellat lis-socjeta konvenuta b'ittra ufficjali) u l-31 ta' Ottubru 2018 (meta s-socjeta konvenuta rrispondietha b'ittra ufficjali ohra).

(ii) F'kaz li jittgies li l-hsarat kienu **totali**, il-perjodu ta' sena skont l-Artikolu 32(1)(b) jiddekorri mill-11 ta' Marzu 2018, cioe` 60 jum minn meta l-oggett kien *"taken over by the carrier"*<sup>23</sup>. Minn tali data sa ma giet intavolata l-kawza m'ghaddietx sena; dan apparti li hawnhekk ukoll tapplika s-sospenzjoni tal-*"period of limitation"* taht l-Artikolu 32(2) ghall-perjodu bejn it-18 ta' April 2018 u l-31 ta' Ottubru 2018.

Jigi pprecizat li ghalkemm giet ikkalkulata *salvage value* ta' €1,300 fuq il-kumpressur dan ma jnaqqasx mit-*"total loss"* li garrab il-kumpressur. Fis-sentenza moghtija fis-27 ta' Ottubru 1986 fil-kawza **I.C.I. plc and I.C.I France S.A. v Mat Transport**, il-Queen's Bench Division (Commercial Court) interpretat tali kliem bhala:

*"damage to the extent that the object ceased to be that which was expected to be delivered or that the damage was such that the owner could no longer make use of it"*.

Ghalhekk f'kull kaz it-tieni eccezzjoni tirrizulta infondata.

### **It-tielet u r-raba' eccezzjonijiet**

Fit-tielet eccezzjoni taghha s-socjeta konvenuta ssostni li jrid jigi ppruvat li l-hsarat sehew fil-perjodu li fiha l-merkanzija kienet taht il-kura u r-responsabbilta` taghha ai termini tal-Artikolu 17 tal-Konvenzjoni CMR. Fir-raba' eccezzjoni fil-fatt issostni li l-hsara sehhet qabel ma l-merkanzija ghaddiet fil-kontroll taghha.

#### **Article 17**

*1. The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.*

*2. The carrier shall, however, be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.*

<sup>23</sup> Il-kumpressur fil-fatt tghabba fl-10 ta' Jannar 2018, u sittin (60) jum wara tali data jigi l-11 ta' Marzu 2018.

3. *The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.*

4. *Subject to article 18, paragraphs 2 to 5, the carrier shall be relieved of liability when the loss or damage arises from the special risks inherent in one more of the following circumstances:*

*(a) use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;*

*(b) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;*

*(c) handling, loading, stowage or unloading of the goods by the sender, the consignee or person acting on behalf of the sender or the consignee;*

*(d) the nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;*

*(e) (insufficiency or inadequacy of marks or numbers on the packages;*

*(f) the carriage of livestock.*

5. *Where under this article the carrier is not under any liability in respect of some of the factors causing the loss, damage or delay, he shall only be liable to the extent that those factors for which he is liable under this article have contributed to the loss, damage or delay.*

Skont l-inġinier il-hsara fuq il-kumpressur hija indikattiva ta' waqa' vertikali, allura aktarx li saret meta l-kumpressur kien qed jitella'/jitnizzel b' xi *loading device/fork lifter*. Dan ovvjament seta' sehh f' diversi postijiet minn meta l-kumpressur halla l-fabbrika sakemm wasal Malta u tqiegħed fil-mahzen ta' Express Trailers.

Ta' rilevanza huwa l-fatt li meta l-kumpressur tghabba fuq it-trailer, ma saret l-ebda rimarka fuq il-Consignment Note (CMR), u fix-xieħda tiegħu ix-xufier enfasizza li l-parcel kien fil-fatt *"intact with no visible damages"*. Din il-qorti hija tal-fehma li hekk kif meta l-kumpressur wasal Malta kien jidher fl-ghajn li kellu l-hsarat, (kif xehed Kenny Roberts fil-kontro-ezami tiegħu, u kif fil-fatt saret rimarka f' dan is-sens da parti ta' Express Trailers fid-Dok OG2 fejn tnizzel *"Received intact and shrinked*

*well. Inner cargo could be seen from outside with doors and corners and panels dislocated”*), allura jekk kien diga garrab tali hsara qabel it-taghbija fuq it-trailer kellu jkun possibbli anke ghax-xufier li jarah waqt il-pick-up mill-mahzen ta' Schenker f' Waldaubershem.

Din il-qorti qieset partikolarment ukoll ix-xiehda ta' Kenny Roberts fejn qal li l-hsara - li kienet vizibbli fuq il-kumpressur minn gol-plastic stess - kienet giet ikkonstatata meta l-istess kumpressur kien ghadu fuq it-trailer, cioe qabel ma nizzluh fil-mahzen. Issa skont l-inginier, il-hsara hija indikattiva ta' *”a very very high energy impact”* rizultat ta' waqa' vertikali u ghalhekk l-istess Rogers sostna fix-xiehda tieghu li allura bil-fors li l-hsara saret il-Germanja, qabel ma l-kumpressur ingabar minn Express Trailers. Ghalkemm dan l-argument huwa wiehed logiku, din il-verzjoni (li l-hsara kienet evidenti sa minn meta l-kumpressur kien ghadu fuq it-trailer, u qabel ma tnizzel fil-mahzen) tirrizulta biss mix-xiehda tal-istess Roberts u ma hi korroborata minn ebda xhud iehor li kien mieghu, avolja skont ix-xiehda tieghu jidher li ma kienx wahdu *”...upon standing in the within the trailer and being in close proximity and feeling the compressor, we noticed that there was some dislodging and misalignment of the compressor’s edges although the plastic was still intact...”* . (enfasi ta' din il-qorti).

Ghalhekk jibqa' biss il-kelma ta' Roberts kontra l-Consignment Note (CMR) bit-timbri ta' Schenker u ta' Express Trailers, liema dokument jindika li meta l-kumpressur tghabba mill-mahzen ta' Schenker f' Waldaubershem ghal fuq it-trailer ma kienx hemm danni, ghaliex ma saret l-ebda rimarka f' dan is-sens. Fl-assenza ta' prova sodisfacentement kuntrarja ghal dik li hemm indikat fuq il-Consignment Note allura din il-qorti qeghda tqis li l-hsara saret waqt li l-kumpressur kien fil-kura u l-kustodja ta' Express Trailers. Din il-qorti fir-rigward taghmel riferenza ghal Artikolu 9 tal-Konvenzjoni CMR li jaqra hekk:

#### **Article 9**

*1. The consignment note shall be prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the carrier.*

*2. If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the carrier took them over*

*and that the number of packages, their marks and numbers corresponded with the statements in the consignment note*

In vista ta' dawn il-kunsiderazzjonijiet din il-qorti jidhrilha li t-tielet u r-raba' eccezzjonijiet huma infondati.

### **Is-sitt eccezzjoni**

Fis-sitt eccezzjoni taghha s-socjeta konvenuta ssostni li bla hsara ghas-suespost iridu jigu ppruvati d-danni reklamati.

Is-socjeta attrici ipprezentat Dok LF3 li juri *breakdown* ta' kif waslet ghas-somma ta' €15,249.52, cioe` l-ammont li hallset lill-assikurat taghha.

Prezz tal-kumpressur minghand Gardner Denver	€15,570.41
Packing charges Gardner Denver	€ 120.00
Transportation/Freight charges Express Group	€ 919.00 <sup>24</sup>
	<u>€16,609.52 –</u>
less salvage	€ 1,300.00 <sup>25</sup>
less excess	€ 60.00
<b>TOTAL</b>	<b>€15,249.52</b>

Kif wiehed jista' jara, mhux biss ittiehed kont tal-valur tal-kumpressur fiz-zmien tal-garr, izda wkoll ittiehed kont tal-fatt li l-kumpressur danneggjat jista' jgib xi haga tieghu jekk jinbiegh second hand u ghalhekk tnaqqas l-ammont ta' €1,300. (Jigi mfakkar li l-inginier Pizzuto kien fil-fatt tal-parir li l-iktar soluzzjoni finanzjarjament favorevoli fic-cirkostanzi kienet li l-kumpressur jigi dikjarat *total loss* u jippruvaw jirkupraw xi haga minnu billi jinbiegh *second hand* f' Malta.)

In vista ta' dan kollu is-sitt eccezzjoni tirrizulta infondata.

### **Survey fees**

Din il-qorti jidhrilha li huwa opportun li zzid tghid li s-*survey fees* mitluba mis-socjeta attrici huma wkoll gustifikati. (Fil-kaz tar-rapport ta' OF Gollcher dawn jammontaw

<sup>24</sup> Ara invoice ta' Express Group a fol 19

<sup>25</sup> Ara fol 23 tar-rapport ta' OF Gollcher & Sons fejn jinghad "As Compare explained the expenses involved (especially in relation to the air end) are too high. Although it's hard to say, there is the possibility that some sensors/valves/filters and controller panel can be salvaged if the unit is to be stripped down. These can add up to **€1,300** in total as salvage.



ghal €575.00<sup>26</sup> u fil-kaz tal-Engineer Martin Pizzuto jammontaw ghal €185.85<sup>27</sup>.) Fis-sentenza moghtija mill-Qorti tal-Appell Superjuri fil-kawza fl-ismijiet **Avv Dr Robert Staines noe vs James Gollcher et noe** gie ritenut li hija ormai gurisprudenza kostanti tal-qrati taghna li jikkunsidraw

*“.....dawn is-survey fees bhala spiza accessorja u necessarja inkorsi biex jigu stabbiliti d-danni reklamati u ghalhekk kellhom huma stess jitqiesu bhala danni rizarcibbli minn min kien tenut responsabbli ghall-hlas taghhom. Mill-banda l-ohra hu wkoll stabbilit fil-gurisprudenza f'diversi gudikati li kienu biss dawk is-survey fees li jirrizultaw li kienu mehtiega biex jigu stabbiliti d-danni pretizi li setghu jigu reklamati.”*

## **Il-hames eccezzjoni**

Fil-hames eccezzjoni taghha s-socjeta konvenuta, ssostni li jekk jinstab li hija responsabbli ghad-danni, tapplika l-limitazzjoni ai termini tal-Artikolu 23 tal-Konvenzjoni CMR.

L-Artikolu 23 jaqra hekk:

### **Article 23**

- 1. When, under the provisions of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.*
- 2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to normal value of goods of the same kind and quality.*
- 3. Compensation shall not, however, exceed 8.33 units of account per kilogram of gross weight short.*
- 4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damages shall be payable.*
- 5. In the case of delay if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.*

<sup>26</sup> Ara Dok LF5, fol 55-56

<sup>27</sup> Ara Dok LF6, fol 57-58

6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26.

7. The unit of account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amount mentioned in paragraph 3 of this article shall be converted into the national currency of the State of the Court seized of the case on the basis of the value of that currency on the date of the judgement or the date agreed upon by the Parties. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect on the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by the State.

8. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 7 of this article may, at the time of ratification of or accession to the Protocol to the CMR or at any time thereafter, declare that the limit of liability provided for in paragraph 3 of this article to be applied in its territory shall be 25 monetary units. The monetary unit referred to in this paragraph corresponds to the 10/31 gram of gold of millesimal fineness nine hundred. The conversion shall be made according to the law of the State concerned. 9. The calculation mentioned in the last sentence of paragraph 7 of this article and the conversion mentioned in paragraph 8 of this article shall be made in such a manner as to express in the national currency of the State as far as possible the same real value for the amount in paragraph 3 of this article as is expressed there in units of account. States shall communicate to the Secretary-General of the United Nations the manner of calculation pursuant to paragraph 7 of this article or the result of the conversion in paragraph 8 of this article as the case may be, when depositing an instrument referred to in Article 3 of the Protocol to the CMR and whenever there is a change in either.

Fin-nota tas-sottomissjonijiet taghha s-socjeta attrici ssostni li l-*"limitation of compensation"* dovut lilha skont l-Artikolu 23(3) u (7) huwa fl-ammont ta' **€17,692.91**.

Dan waslet ghalih hekk:  $8.33 \times \underline{1.18} \times 1800\text{kg}$ .

Fin-nota tas-sottomissjonijiet taghha s-socjeta konvenuta invece ssostni li l-*"limitation of compensation"* dovut lilha skont l-Artikolu 23(3) u (7) huwa fl-ammont ta' **€12,600**.

Dan jidher li waslet ghalih hekk:  $8.33 \times \underline{0.84} \times 1800\text{kg}$ .

Issa l-Artikolu 23(7) jispecifica li l-unit of account ta' 8.33 li jissemma fl-Artikolu 23(3) huwa fil-fatt “*the special drawing right as defined by the International Monetary Fund*”. Din il-qorti dahlet fis-sit elettroniku tal-International Monetary Fund ([https://www.imf.org/external/np/fin/data/rms\\_five.aspx](https://www.imf.org/external/np/fin/data/rms_five.aspx)) minn fejn jirrizulta li:

SDR<sup>28</sup> per currency unit (f' dan il-kaz €) huwa 0.84 u

Currency Unit (f' dan il-kaz €) per SDR huwa 1.18.

Biex wiehed jaqleb il-unit of account ta' 8.33 li jissemma fl-Art. 23(3) ghall-kambju li jrid hu, allura jrid jiehu bhala rata l-“**currency unit per SDR**” kif ghamlet is-socjeta attrici u mhux l-“**SDR per currency unit**” kif ghamlet is-socjeta konvenuta.

Ghalhekk il-massimu tal-kumpens li jista' jinghata huwa fil-fatt **€17,692.91**, u allura jfisser li l-ammont likwidat minn din il-qorti fl-ammont ta' **€16,010.37** (€15,249.52 + €760.85) jigi li hu dovut fis-shih.

### **Is-seba' eccezzjoni**

Fis-seba' eccezzjoni taghha s-socjeta konvenuta tghid li hija diga rrilevat kollox fl-ittra ufficjali responsiva taghha tal-31 ta' Ottubru 2018. Tali eccezzjoni hija superfluwa.

### **Decide**

Ghalhekk il-Qorti taqta' u tiddeciedi billi:

Tastjeni milli tiddeciedi dwar l-ewwel u s-seba' eccezzjonijiet, u tichad l-eccezzjonijiet kollha l-ohra tas-socjeta konvenuta;

Tilqa' l-ewwel talba u tiddikjara li s-socjeta konvenuta hija responsabbli ghad-danni kkagunati fuq il-kumpressur in kwistjoni, kif ukoll ghal spejjez inkorsi u relatati mal-istess dannu;

Tilqa' t-tieni talba u tillikwida d-danni sofferti mis-socjeta attrici (konsistenti f'ammonti imhallsa lill-assikurat u survey fees, fl-ammont ta' €16,010.37.

Tilqa' t-tielet talba u tordna lis-socjeta konvenuta thallas lis-socjeta attrici s-somma hekk likwidata ta' €16,010.37.

Bl-ispejjez, inkluz dawk tal-ittra ufficjali 1306/18 ghas-socjeta konvenuta.

L-imghax fuq l-ammont ta' €15,249.52 ghandu jiddekorri mid-data tan-notifika tal-ittra

<sup>28</sup> Special Drawing Right

ufficjali (20.04.2018)<sup>29</sup>, filwaqt li l-imghax fuq is-survey fees ta' €760.85 ghandu jiddekorri mid-data tas-sentenza.

Mark Chetcuti  
Prim Imhalled

Anne Xuereb  
Deputat Registratur

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<sup>29</sup> Ara fol 29