THE COURT OF MAGISTRATES (MALTA)

MAGISTRATE
DR. CAROLINE FARRUGIA FRENDO
B.A. (Legal and Humanistic Studies), LL.D.,
M.Juris (International Law), Dip. Trib. Eccl. Melit

Application Number: 108/2014 CFF

FABRIZIO GATT
VS
JEAN CARNEVILLIER

Today the 8th of January 2024

The Court;

Has seen the application filed by Fabrizio Gatt where he requested that the defendant,

jigi kkundannat ihallas lill-attur is-somma komplessiva ta' disghat elef tmin mija u sitta u sebghin ewro (€9876) rapprezentanti spejjez inkorsi ghax-xiri ta' materjal kif ukoll drittijiet ghal xoghol resi u esegwieti fuq il-fond propjeta' tieghek maghrufa ahjar bhala 'The Garden House, fi Triq il-Kbira, Mosta u hekk kif iccertifikat mill-Perit Paul Cuschieri kopja tar-rapport hawn annessi u markata Dok A, liema materjal gie fornit u xogholijiet esegwieti fuq struzzjonijiet tieghek.

Bl-ispejjez u bl-imghaxijiet legali sad-data tal-pagament effettiv kontra l-konvenut li minn issa qieghed jigi ngunt sabiex jixhed u in subizzjoni.

Has seen that the defendant Jean Carnevillier resonded:

1. *Illi t-talbiet tar-rikorrent huma huma infondati fil-fatt u fid-dritt u ghandhom jigu respinti bl-ispejjez.*

2. *Illi x-xoghol ezegwiet mir-rikorrenti fil-fond maghruf bhala 'The Garden House, fi Triq il-Kbira, Mosta ma sarx skont is-sengha u l-arti u dana kif*

jirrizulta mir-rapport imhejji mill-Perit Elena Borg Costanzi (hawn anness u market dok Y)

3. *Illi r-rikorrenti ma esegwiex l-appalt lilu mghoti skont il-ftehim raggunt u inoltre kawza danni lill-esponenti li ghalihom qed izommu responsabbli u ghal dan il-ghan qed jipprevalixxi ruhu mill-prezenti azzjoni sabiex jiccita lir-rikorrent in via rikonvenzjonali ghall-istess danni*

4. *Salv eccezzjonijit ohra permessi mill-ligi.*

Has seen that the defendant Jean Carnevillier filed a counter claim where he requested the following:

Jghid ir-rikorrenti rikonvenzjonat ghaliex, previa d-dikjarazzjoni necessarja u okkorendo bl-opera ta' periti nominandi, m'ghandhux ikun ikkundannat li jhallas lill-espoenti s-somma ta' hdax-il elf u hames mitt ewro (€11,500) eskluz it-taxxa fuq il-valur mizjud (VAT) jew somma ohra verjuri li tista' tigi determinate minn din il-Qorti, rapprezentanti danni sofferti mill-esponenti bhala konsegwenza tal-esekuzzjoni tax-xogholojijet inwettqa mir-rikorrent rikonvenzjonat fil-fond propjeta' tal-esponenti bl-isem The Garden House, fi Triq il-Kbira, Mosta liema xogholijiet ma sarux skont ma titlob is-sengha u l-arti u mhux skont il-ftehim raggunt bejn il-partijiet, kif iccertfikat fir-rapport peritali hawn anness u market bhala dok Y imhejji mill-perit Elena Borg Costanzi u kif ser jirrizulta ahjar waqt it-trattazzjoni tal-kawza.

Bl-ispejjez u bl-imghaxijiet legali mid-data tan-notifika ta' din il-kontro talba sad-data tal-pagament effettiv kontra l-rokorrent rikonvenzjonat, li minn issa huwa ngunt in subizzjoni.

Has seen that Fabrizio Gatt, submitted the following response to the counterclaim:

1. *Illi t-talba tar-rikorrenti rikonvenzjonat hija nfondati fil-fatt u fid-dritt u ghandha tigi respinti bl-ispejjez*
2. *Illi kontrarjament ghal dak allegat mir-rikorrenti rikonvenzjonat, ix-xogholijiet saru skont kif mifthiem, dirett skont is-sengha u l-arti kif certifikat u stability mill-Perit Paul Cuschieri li kien il-Perit nkarigat direttament mir-rikorrenti rikonvenzjonat u responsabbli mill-progett u dan kif jigu pruvat waqt it-tratazzjoni tal-kaz ghal liema raguni, jekk ir-rikorrenti rikonvenzjonat ghandu xi lment jew jippretendi xi danni, tali talba ghandu jidderegija lill-istess perit Cuschieri.*
3. *Illi jekk ix-xogholijiet ma tkomplewx skont il-ftehim milhuq, ghal dan jahti unikament l-istess rikorrenti rikonvenzjonat stant ksur tal-istess ftehim da parti tieghu non ostante li gie interpellat diversi drabi u dan kif jigi pruvat waqt it-tratazzjoni tal-kaz*

Salv ecezzjonijiet ohra

Has heard all the evidence brought forward and saw the report of Architect AIC Mario Cassar appointed by this Court;

Has seen the final submissions of both parties made in writing;

Having Considered

Architect **Paul Cuschieri** testified and said that he was the architect responsible for overseeing the project. He confirmed that the works were all checked upon completion. He stated that his client was the defendant and he went on several occasions to see the works that were carried out, according to what he had seen the concrete in both the workmanship and the products finish were according to good workmanship. As to the superficial hairline cracks in the concrete, they were not of a structural nature. As to the stairs having different heights, it was because the defendant could not decide on what kind of decking was to be placed. He had terminated the relationship with his client because of non-payment of fees.

Under cross-examination he explained that the plaintiff was selected as a result of two other contractors who did not want to quote the works that had to be done. He explained the level of works that had been done in accordance with the project that was entrusted to him. He explained because of excavations that had to be carried, some items were to be changed once they found a well and so as not to risk damaging the well, they decided on other alternatives as explained by him.

He further added that he could not recall that there were any chipping of the concrete and as to the colouring this was not pinpointed to him during the site inspection. He added that he sent an email to the plaintiff to rectify the cracks and he did not consider these as defect in the concrete. He had informed his client is not concerned by these cracks. These hairline cracks were part of the workmanship and not because of the concrete. No tests were carried out as to the depth of these cracks. The defendant had sought a second opinion from Terracore and they had stated the same thing as he had said to him. He exhibited several documents in relation to the correspondence between him and the plaintiff (dok PCX 1 to PCX4 regarding the rectification of the concrete). As to the stairs, he confirmed that in the original plan they were meant to be of the same height and the difference in height was not rectified by the cladding (see dok JG1) and dok JG2 confirmed that they were not of the same height and width. As to the planters they were supposed (dok JG3) to be of the same height.

He confirmed that dok JG3 and dok JG4 were not of the same height. He mentioned further other issues to the project to which he was responsible (a fol 317) and explained further in relation to dok JG8 to JG10.

He stated that (a fol 332) that dok A does not cover all of the works carried out. He added that the list of defects listed in dok JG1 were already discussed with both the plaintiff and the defendant. The plaintiff had agreed to rectify the defects in the works that had been pointed out to him but these were not carried out as a consequence of the problems that were encountered with both the plaintiff and the defendant. He stated that the release of the 500 euro was a consequence of the snags that had to be completed.

Emanuel Baldacchino was contacted by Fabrizio Gatt and he carried out excavations, alteration of works and concrete works. He added he did not carry out the work personally and in the case of the imprinted concrete his sub-contractor was responsible for the works.

Jean Carnevillier confirmed the affidavit that he had presented (dok JCX1 a fol 267). He raised seventeen defects to which he was not happy how the works were executed, and others were badly done. He had chosen the type of imprinted concrete but when it was finished, he pointed out several defects such as cracks and stains. The surface was peeling off and there was discolouration. He had informed his architect and the plaintiff about the cracks and stains. He added that the situation is getting worse and the sample photo that he had sent to his architect. Under cross examination he added that he had refused to pay items V0.04 and FIN 6and 7 and he had informed the plaintiff that the concrete should be redone at his own expense. The works are still unfinished as plaintiff had stated that the works carried out were done according to good practices and he refused to correct the defects. He also submitted a note with a list of defects which were complained of (a fol 233).

The defendant (a fol 335) stated that he had raised 17 external defects which he had mentioned in his affidavit. He exhibited several documents such as dok JC2 which is an email he had sent to the plaintiff whereby he was hesitant to pay for the concrete before the cracks are rectified. In another email sent by his architect stating that the option to fill in the cracks would result in an unsightly finish. He exhibited a number of photographs showing the defects he had pointed out (dok XY1). Other photographs which were exhibited show similar signs of cracks and other defects.

When **Fabrizio Gatt** testified, he said that claim FG 6 and FG 7 were being contested. The rest were paid. He explained how the grey printed concrete was

done and items 3.1.01 and 3.1.02 were varied and confirmed that the blinding layer was not done. He had also presented an affidavit (a fol 206) whereby he explained that he was awarded the tender to carry out the works, but he faced problems with the defendant in order to pay what was due. The defendant had claimed that the concrete floor had come off. He criticized the report submitted by the architect of the defendant and explained that he had made good for certain issues that had arisen such as damaged plater due to seepage or water. He had also offered the defendant a discount of 650 euro to settle the crack issues. He also referred to the concrete steps not being equal in height as they were constructed in this manner as specified by the defendant's architect. As for the use of screed instead of concrete this was accepted by the client on the advice of his architect. His architect had certified that everything was certified all the works that were done.

He confirmed that he had signed an agreement with the defendant as well as with the Architect. This consisted of a BOQ which included item rates and other general conditions. He had also engaged other subcontractors to assist him in the works that had to be carried out but he was the only one that had signed the agreement. Any payments were agreed upon after the architect measured the work that was done, and a meeting was held whereby a certificate for payment would be issued. There were some delays in the payments as the defendant would state that the time frame within which the works had to be carried out was not being delivered on time. The main reason was that no payments were being effected on time. Although payments were made, the only outstanding was the one that he was claiming in this case.

The plaintiff was further cross-examined (a fol 354 et seq) on his affidavit and he exhibited several documents namely claims FG1 till FG6. He mentioned that he had proposed a reduction in the claim but such claims were not accepted by the defendant and thus they were not included in the claim.

Cecile Visticot stated that she was the partner of the defendant. They had bought the house in Mosta as their family home. The design of the alterations of the house were made by the architect. The plaintiff had not finished the work on time, and he had to change several sub-contractors and had to wait for Fabrizio Gatt to find another contractor for the printed concrete. The grey printed concrete showed several cracks and had informed him that they were not going to pay for such works. She had insisted that the steps should be of even height and in fact they were not constructed according to their wishes. They even had problems with the yellow printed concrete which had signs of cracking and chipping. As a result of bad workmanship, water had seeped in and contrary to what the plaintiff had said, they had not received the sum as agreed in compensation for the damages.

Alfred Xerri (a fol 323) stated that as director of Terracore Ltd his company carries out construction material testing, geological and geotechnical works. He added that he was contacted by the defendant to carry out the test but since they were hairline cracks no tests could be accrued out.

Emanuel Baldacchino (a fol 326) stated that he had carried out works at the property of the defendant namely excavation, alteration works and concrete works. During the months he had liaised with Fabrizio Gatt and the architect Paul Cuschieri. After the work was completed, nobody told him that there were any defects in the work he had carried out. The instructions for the works to be carried out were imparted to them by the plaintiff. He was shown several documents namely EMB1 to EMB 5 and EMB8. He stated that he was not responsible for the imprinted concrete.

Architect Helena Borg Costanzi (a fol 339) exhibited a report prepared by herself (dok HBC1) which includes her inspection of the property of the defendant. She added that the work was not completed from the first time she had carried out the inspection but in fact they got worse. She attributed the cracks to bad workmanship and poor-quality concrete control. During the second inspection which she had carried out has shown that the cracks got worse (ref to doc HBC2 to HBC8). New cracks have emerged, and the concrete is deteriorating since the aggregate is coming loose. As to the steps, since they were built anew they were uneven and it shows carelessness.

Joseph Sammut (a fol 477) testified by means of an affidavit stating that he was approached by Fabrizio Gatt to carry out some works, namely balustrades. The estimate for this work amounted to 1850 euro and was finished in two months. He added that he was not paid for the work he had carried out.

Vincent Galea (a fol 480) stated that he was approached by Fabrizio Gatt to carry out works in Mosta. He was tasked to carry out concrete imprinting, and to place an iron net and membrane screed. During the works which took three weeks to complete, they would find tape stuck onto the concrete which later they got to know it was the owner who had placed them whenever there was a surface crack. Imprinting consists of placing rubber stamps onto liquid concrete and the concrete granules create these hairline cracks. Samples presented before the work commenced also showed these hairline cracks. He added that after the work was finished, they were still to be paid as the defendant had not paid the plaintiff.

Paul Sammut (a fol 483) stated in his affidavit that together with his son, Josef Sammut were entrusted to carry out works on balustrades in a property in Mosta. The payment for works carried out were not paid up to this day as there was a dispute between the plaintiff and the defendant.

Having Considered

This Court states that considerations and consequent conclusions of a technical nature of an architect appointed by the Court such as those made in the present case constitute very important evidence for the Court to reach a decision. Concerning the findings of a technical expert, the Court of Appeal in its judgment of 19 November 2001 in the case **'Calleja v Mifsud'** held that:

> *"Kemm il-kostatazzjonijiet tal-perit tekniku nominat mill-Qorti kif ukoll il-konsiderazzjonijiet u opinjonijiet esperti tieghu jikkostitwixxu skond il-ligi prova ta' fatt li kellhom bhala tali jigu meqjusa mill-Qorti. Il-Qorti ma kenitx obbligata li taccetta r-rapport tekniku bhala prova determinanti u kellha dritt li tiskartah kif setghet tiskarta kull prova ohra. Mill-banda l-ohra pero', huwa ritenut minn dawn il-Qrati li kellu jinghata piz debitu lill-fehma teknika ta' l-espert nominat mill-Qorti billi l-Qorti ma kellhiex leggerment tinjora dik il-prova. Hu manifest mill-atti u hu wkoll sottolinejat fir-rikors ta' l-appell illi l-mertu tal-prezenti istanza kien kollu kemm hu wiehed ta' natura teknika li ma setghax jigi epurat u deciz mill-Qorti minghajr l-assistenza ta' espert in materja. B'danakollu dan ma jfissirx illi l-Qorti ma kellhiex thares b'lenti kritika lejn l-opinjoni teknika lilha sottomessa u ma kellhiex tezita li tiskarta dik l-opinjoni jekk din ma tkunx wahda sodisfacentement u adegwatament tinvesti l-mertu, jew jekk il-konkluzjoni ma kenitx sewwa tirrizolvi l-kwezit ta' natura teknika.*

In its judgment delivered on 25 September 2003 in the case '**Grech et v Grech et' –** the First Chamber of the Civil Court held:

> *"Bil-ligi u b'harsien tal-massima dictum "expertorum numquam transit in rem judicatam" il-Qorti mhix marbuta li taccetta l-konkluzjonijiet tar-rapport tal-perit mahtur minnha kontra l-konvinciment taghha nfisha. Imma l-fehmiet ta' perit mahtur minn qorti u maghmula f'rapport imressaq minnu m'humiex semplicement opinjonijiet izda jikkostitwixxu prova ta' fatt, specjalment f'oqsma fejn il-hatra tkun dwar hwejjeg teknici. Fehmiet bhal dawk m'ghandhomx, l-aktar fejn parti ma tkunx irrikorriet ghall-hatra ta' periti addizzjonali, tigi mwarrba kif gieb u lahaq, sakemm ma jkunx jidher sodisfacentement li tali fehmiet huma, fil-kumpless kollu tac-cirkostanzi, irragonevoli.* (ara wkoll – **"Bugeja et vs Muscat"** – Appell Kummercjali – 23 ta' Gunju 1967).

The Court stated in the case **Grima v Mamo et noe –** Court of Appeal – 29 May 1998 stated that:

"*b' mod legger jew kapriccjuz. Il-konvinzjoni kuntrarja taghha* (u cioe` ta` loti) *trid tkun ben informata u bazata fuq ragunijiet li gravement ipoggu fid-dubbju dik l-opinjoni teknika lilha sottomessa b`ragunijiet li ma ghandhomx ikunu privi mill-konsiderazzjoni ta` l-aspett tekniku tal-materja taht ezami"*

In the cases **Cauchi v Mercieca** – Court of Appeal – 6 October 1999; **Saliba v Farrugia** – Court of Appeal – 28 January 2000 and **Calleja noe v Mifsud** – Court of Appeal – 19 November 2001 stated that the Court cannot ignore the report submitted by the expert unless it is convinced that the conclusion of such a report was not just and correct. However, this conviction should have been motivated by a well-informed judgement, even where necessary from a technical point of view.

This Court states that the merits of today's case are mainly focused on technical considerations, and not only on an appreciation of the evidence produced in a legal context. In particular, to draw up his report, the technical architect appointed by the Court took into account the works that were carried out. The technical architect appointed by the Court explained in detail the reasons which led to his conclusions. This Court considers the observations of the technical expert and his conclusions to be reasonable and well supported. Therefore, even after giving due consideration to the submissions of the parties, this Court does not find any grounds for not considering what the technical expert concluded in his report and analysis of the works that were carried out. It therefore states that those conclusions as submitted by the court appointed expert must be considered as evidence of the poor workmanship. As the Court of Appeal stated on 9 February 2001 in the case **"Camilleri noe v Debattista" —**

"*ikun pruzuntuz ghall-gudikant illi jiddipartixxi bla raguni verament valida mir-relazzjoni teknika. Dan mhux biss ghax ma kellux il-mezzi ghad-disposizzjoni tieghu biex serenament jinoltra ruhu fl-aspetti teknici tal-mertu, imma wkoll ghaliex necessarjament tkun tonqsu dik il-konoxxenza mehtiega biex, b'mod kritiku, jasal ghal konvinciment divers minn dak li jkun wasal ghalih l-espert nominat minnu."*

Having considered:

The nature of the contract (appalt) was dealt with in the case of **'Busuttil v Fedele et'**, decided on the 9th April 1968 citing *inter alia* the judgment of the Commercial Court delivered on 9 March 1939 in the case **'Micallef v Mamo et'** (Vol.XXX.III.433). In its judgment in **Busuttil v Fedele et**, the Court stated as follows:

... il-kuntratt ta' appalt huwa kuntratt bilaterali u dejjem soggett ghal patt kommissorju tacitu. Konsegwentement meta d-difetti fl-ezekuzzjoni jkunu ppruvati, il-kriterju essenzjali tad-decizjoni tinsab fl-ezami jekk ix-xoghol ikunx affett jew le minn vizzji sostanzjali.

Dawn huma dawk id-difetti, imsejhin ukoll essenzjali, li jipprivaw il-haga mill-iskop jew mill-utilita' taghhom b'mod li ma tibqax tikkorrispondi mad-destinazzjoni proposta mill-kommittent u ndikata min-natura stess tax-xoghol waqt li l-ohrajn kollha ghandhom jigu ritenuti mhux essenzjali. Meta d-difetti jkunu essenzjali, l-kommittent ghandu d-dritt jitlob ir-rizoluzzjoni tal-kuntratt minhabba l-inadempjenza. Meta ghal kuntrarju d-difett ma jkunx sostanzjali, l-appaltatur ma jistax jigi ritenut inadempjenti pero` jibqa` obbligat li jirripara d-difetti jew jaccetta riduzzjoni.

That judgment was followed by the decision of the Court of Appeal (Sede Kummercjali) of the 22 June 1994 in the case **'Bonnici noe v Sammut'**. When a contract of works dispute arises, two are in general the matters that a court should consider —

(1) jekk l-ezekuzzjoni tax-xogholijiet kommissjonati saritx skond l-ispecifikazzjonijiet u l-pattijiet l-ohra stipulati bejn il-kontraenti ; u

(2) jekk l-ezekuzzjoni u l-prodott finali kienx konformi mar-regoli ta' l-arti u tas-sengha.

Jurisprudence has shown that the contractor should not only carry out the merit of the contract but should also ensure that that work is worth both for what is good and for what it was commissioned for by the person concerned. This principle is highlighted in the judgement of the Court of Appeal in the **'Darmanin v Agius'** case decided on 9th October 2004 which stated the following:

*"Bhala l-ewwel principju huwa dottrinalment u gurisprudenzjalment ricevut illi l-appaltatur ghandu l-obbligu li jezegwixxi x-xoghol lilu kommess fis-sens li huwa ghandu l-obbligu wkoll li jara li dan ix-xoghol ikun sejjer isir utilment u mhux b'mod li `l quddiem juri difetti. L'imprenditore ha l'obbligo di eseguire bene l'opera commessagli, secondo i dettami dell'arte sua, e deve prestare almeno una capacita` ordinaria" (**Kollez Vol.XXVII.I.373**).* Dan fis-sens li hu *"ghandu jiggarantixxi l-bonta` tax-xoghol tieghu" (**Kollez Vol XL.I.485**).*

*It-tieni principju jghid illi "l-appaltatur li jezegwixxi hazin ix-xoghol li jifforma l-oggett ta' l-appalt huwa responsabbli ghad-dannu kollu li jigi minn dik l-ezekuzzjoni hazina" (**Kollez. Vol XXXVII.III.883**).*

*Ghax kif jinsab ritenut ukoll "f'kaz bhal dan hu ghandu mill-ewwel ma jaghmilx ix-xoghol, jew ikollu jirrispondi ghad-difetti li jigu `l quddiem" (**Mario Blackman -vs- CarmeloFarrugia et noe**", Appell Kummercjali, 27 ta' Marzu 1972). Dan hu hekk avvolja jkunx hemm l-approvazzjoni tax-xoghol (**Kollez. Vol XLI.I.667**) jew l-appaltatur ikun mexa skond l-ispecifications jew l-istruzzjonijiet lilu moghtija mill-kommittent.*

The contractor who performs the works which form the subject of the contract shall be liable for all damage resulting from such improper works carried out because he is deemed to have been culpable by reason of the non-performance of his contractual obligation. In such situations the burden of proving that damages had occurred lies on the person who is alleging it. In fact, in the judgement *il-Kmandant tal-Forzi Armata vs Francis Difesa* decided on the 28th May 2003 (Prim Awla tal-Qorti Civili) stated that:

"Issa hu pacifikament ricevut illi ghalkemm l-onus probandi hu mixhut fuq minn jallega fatt spiss jigri illi meta l-attur ikun assoda prima facie t-talba tieghu, allura l-prova kuntrarja tinqaleb fuq il-parti l-ohra. Dan jissucciedi fejn il-konvenut jallega hu certi fatti. B'dan il-mod hu jqieghed ruhu fl-istess sitwazzjoni ta' l-attur ghal dak li hu l-oneru provanti l-bazi tad-difiza tieghu. U jekk hemm konflitt, wiehed imbaghad, ma ghandux facilment jaqa' fuq ir- regola "actor non probante, reus absolvitur" jew ir-regola l-ohra inversa "reus in excipiendo fit actor";

Thus, on the issue of damages, this Court pointed out in the following judgement that:

"*hu rikonoxxut lill-gudikant…il-poter diskrezzjonali li jillikwida t-telf u l-qligh bl-adoperu tal-kriterju sussidjarju tal-valutazzjoni ekwitattiva. Ara a propozitu decizjoni a Vol. XXXV P III p 615 fejn gie proprju rikonoxxut, fuq l-istregwa dak espress mill-Qorti Taljana ta' Kassazzjoni illi "vi hanno casi in cui, non potendosi avere mezzi istruttori, è rimesso al magistrato il valutare 'ex aequo et bono' secondo i dettami della sua ragione e coscienza, l'ammontare del danno al risacrimento del quale taluno fu condannato"* ("**Camilleri et v. The Cargo Handling Co. Ltd**" - Prim Awla tal-Qorti Civili - 13 ta' Ottubru 2004).

It appears that in this case the defendant had contacted his architect to carry out works at his residence in Mosta. The architect had issued a tender for the works to be carried out and the only one to submit an estimate for the works to be carried out was that of the plaintiff namely Fabrizio Gatt. They entered

into an agreement about what was to be done under the supervision of the architect. Payments were made to certain tasks that were completed but issues arose to some final payments because of bad workmanship. In fact, the dispute arose when hairline cracks and chipping of the imprinted concrete were being observed as well as other defects which the defendant had listed. No agreement was reached between the parties and the plaintiff sought action against the defendant for the final payment. On the other hand, the defendant in his counter claim requested the payment of a liquidated sum of money because of the damages that he had suffered.

The Court refers to the conclusions derived by the court appointed expert, the Court that the damages caused to the property of the defendant is a direct consequence of bad workmanship to which is attributed solely to the defendant. This Court is not in a position to challenge the conclusion reached by the court appointed expert because such a task rests on his technical experience.

Decide

For these reasons the Court decides the case in the following manner;

- With regards to the plaintiff's claim, the Court orders that the defendant is to pay the plaintiff the amount of two thousand six hundred and fifty three Euros and eighty one cents (€2653.81), with legal interests running from the 1st of April 2014;

- With regards to the defendant's counter claim, the Court orders that the plaintiff is to pay the defendant the amount of fifteen thousand Euros (€15,000), with legal interests running from the 1st of April 2014;

The court further orders that fifteen per cent (15%) of this case's costs and expenses are to be borne by the defendant, whereas the plaintiff is to bear eighty five per cent (85%) of this case's costs and expenses.

Dr. Caroline Farrugia Frendo

Magistrate

Deputy Registrar