



MALTA

**QORTI TAL-MAGISTRATI
(GHAWDEX) GURISDIZZJONI INFERJURI
MAGISTRAT DR.
JOSETTE DEMICOLI**

Seduta ta' l-10 ta' Ottubru, 2014

Avviz Numru. 2/2011

Is-socjeta' "A.F. Ellis (Home Decor) Ltd" (C 28050)

Vs

Is-socjeta' "A.F. Ellis (Marble Works) Ltd" (C 28161)

Il-Qorti,

Rat l-Avviz tas-socjeta' attrici li permezz tieghu qeghdha titlob lil din il-Qorti tordna lis-socjeta' konvenuta thallas lis-socjeta' attrici s-somma ta'

sebat elef disa' mija u dsatax-il euro u sebgha u tmenin centezmu (€7,919.87) ekwivalenti ghal tlett elef u erba' mitt lira Maltin (Lm3,400) dovuti ai termini tal-artiklu sittax (16) tal-ftehim tat-tlieta u ghoxrin (23) ta' Mejju tas-sena elfejn u sitta (2006). Is-socjeta' attrici ssostni li dan il-hlas sar dovut fit-tlieta u ghoxrin (23) ta' Dicembru tas-sena elfejn u sebgha (2007) ai termini tal-imsemmi ftehim imma s-socjeta' konvenuta baqghet inadempjenti minkejja diversi nterpellazzjonijiet. Bl-imghax legali skont il-ligi mit-tlieta u ghoxrin (23) ta' Dicembru tas-sena elfejn u sebgha (2007) sad-data tal-hlas effettiv.

Rat li s-socjeta' konvenuta permezz tar-risposta taghha rrispondiet hekk:

Illi t-talbiet attrici huma totalment infondati fid-dritt u fil-fatt stante li s-socjeta' attrici naqset milli twettaq l-obbligi assunti minnha fit-termini tal-ftehim tas-26 ta' Mejju 2006, senjatament l-obbligu illi tivvaka mill-fond numru 16, Triq Ghajn Qatet, Victoria, Ghawdex, inkluz l-ufficcju formanti parti minn dak il-fond, kif kienet obbligata li taghmel skont il-paragrafi 5 tal-imsemmi ftehim, kif jigi dettaljatament ippruvat fit-trattazzjoni tal-kawza.

F'dawn ic-cirkustanzi, l-esponenti qed tissollewa l-eccezzjoni li galadarba l-attrici naqset milli twettaq l-obbligi assunta minnha u sakemm hija ma twettaqx dawk l-obbligi, hija ma tistax tippretendi li l-parti l-ohra twettaq l-obbligi assunti minn dik il-parti l-ohra.

Ghaldaqstant l-azzjoni ntentata mill-attrici hija ntempestiva u ghandha tigi f'dan l-istadju michuda bl-ispejjez kollha kontra l-istess socjeta' attrici.

Salvi risposti ulterjuri fid-dritt u fil-fatt.

Is-socjeta' konvenuta procediet biex tipprezenta kontro-talba:

Peress li skont il-ftehim tas-26 ta' Mejju 2006, precizament il-paragrafu 1(f) il-mobbli kollha li kienu jinsabu fil-proprjeta' fi Triq Taflija, illum Triq il-Biccerija, Xewkija gew assenjati fl-intier taghhom lis-socjeta' 'A.F. Ellis (Marble Works) Limited';

U peress dawn il-mobbli kienu jinkludu kwantita' ta' travi tal-hadid li kienu jinsabu f'dik il-parti mill-proprjeta' li ma kinitx la l-open hut' u lanqas il-garage fuq in-naha ta' wara ta' dik il-proprjeta' izda kienu jinsabu fit-terren mikxuf;

Illi meta xhur wara s-socjeta' A.F Ellis (Home Decor) Limited hadet il-pussess ta' dan it-terren hija qabdet u kkapparrat ghalha innifisha dawn it-travi tal-hadid proprjeta' ta' A.F Ellis (Marble Works) Limited u minkejja li giet interpellata sahsitra b'ittra ufficjali Nru 390/2008 ta' Gunju 2008 sabiex tirritorna dawn it-travi jew thallas il-valur taghhom, l-imsemmija A.F Ellis (Home Decor) Limited - baqghet tirrifjuta li taghmel dan;

Illi 'A.F. Ellis (Marble Works) Limited' trid li dwan it-travi jigu ritornati lura lilha, u fin-nuqqas 'A.F. Ellis (Home Decor) Limited thallas valur gust u xieraq ta' dawn il-mobbli.

Ghalhekk is-socjeta' 'A.F. Ellis (Marble Works) Limited' qeghda titlob lil din il-Qorti:

1. tiddikjara li A.F Ellis (Home Decor) Limited ma kellha ebda dritt tiehu ghalha innifisha t-travi proprjeta' taghha fuq imsemmija;
2. tikkundanna lil A.F Ellis (Home Decor) Limited sabiex tirritorna dawn it-travi fi zmien qasir u perentorju;
3. tillikwida l-valur ta' dawn it-travi, u tordna lil A.F Ellis (Home Decor) Limited sabiex, fin-nuqqas li tirritorna t-travi fiz-zmien prefiss, thallas lis-socjeta' A.F. Ellis (Marble Works) Limited' l-ammont rizultanti minn din il-likwidazzjoni.

Bl-ispejjez inkluzi dawk tal-ittra ufficjali Nru 380/2008 kontra taghha.

Bl-ingunzjoni ghas-subizzjoni li ghalha minn issa ingunta.

Rat ir-risposta tas-socjeta' rikonvenuta li permezz taghha eccepjet:

1. Illi fl-ewwel lok, l-azzjoni tas-socjeta' rikonvenjenti hija ghal kollox irritwali stante illi l-Kap 12 ma jammettiex il-possibilita' ta' kontrolba fil-proceduri fil-kompetenza inferjuri kif jaghmel fir-rigward ta' rikors guramentat u ghaldaqstant, dina l-kontro-talba m'hijiex ammissibbli.
2. Fit-tieni lok, il-pretensjoni tas-socjeta' rikonvenjenti hija ghal kollox infondata stante illi l-ftehim tas-26 ta' Mejju 2006 u senjatament il-klawsola 1(f) bl-ebda mod ma taghtiha xi dritt ghal dawn it-travi. Inoltre', il-klawsola 4 tal-ftehim imsemmi turi bic-car illi s-socjeta' rikonvenjenti kellha dritt biss tiehu l-mobbli li kellha fl-'open hut' u fil-garaxx li kien hemm fil-porzjon diviz tal-art li giet assenjata lis-socjeta' rikonvenuta u ma kellha dritt tiehu xejn aktar u l-anqas kellha l-ebda pretensjoni fuq xi mobbli ohra meta intlahaq il-ftehim de quo tnehhi l-makna tal-qtugh ta' l-irham.
3. Salv eccezzjonijiet ulterjuri.

Kopja Informali ta' Sentenza

Semghet ix-xhieda.

Rat id-dokumenti u l-atti kollha inkluz in-noti ta' sottomissjonijiet.

Rat li l-kawza thalliet ghas-sentenza.

Kunsiderazzjonijiet

Il-fatti li wasslu ghall-kawza odjerna huma s-segwenti:

- Illi originarjament kien hemm il-kumpaniji A.F. Ellis Limited u A.F. Ellis (Trading) Limited. Kien gie deciz li dawn il-kumpaniji jinqasmu u sar ftehim bejn il-partijiet koncernati fis-16 ta' April 2001 imsejjah 'il-ftehim originali'.
- Sussegwentement gie ffirmit ftehim iehor datat 23 ta' Mejju 2006. Il-kontraenti kienu fuq l-ewwel parti: Saviour Ellis u Tonio Ellis bhala diretturi ghan-nom ta' A.F. Ellis Limited; fuq it-tieni parti : Saviour Ellis u Tonio Ellis bhala diretturi ta' A.F. Ellis (Trading) Limited; fuq it-tielet parti Saviour Ellis u martu Josephine Ellis; fuq ir-raba' parti Rita Ellis, Dr Joseph Ellis, Tonio Ellis, Dr Nathalie Gatt Ellis.
- It-tielet u r-raba' parti ddecidew li jaqsmu l-ewwel u t-tieni kumpaniji bejniethom. Dawn il-kumpaniji kienu proprjetarji ta' diversi assi mobbli u anki debiti, u l-ewwel kumpanija kellha diversi immobbli.
- Permezz tal-ftehim originali l-partijiet kienu qablu li t-tielet parti assenjat id-drittijiet u debiti lil A.F. Ellis (Marble Works) Limited u r-raba' parti ghamlet l-istess ghal fuq il-kumpanija A.F. Ellis (Home

Décor) Limited. Billi nqala' xi dizgwid bejn il-partijiet gie redatt il-ftehim mertu tal-vertenza odjerna.

- L-operat ta' l-irham u granit gie assenjat lit-tielet parti. Din l-assenjazzjoni kkomprendiet diversi assi u debiti fosthom dak li jirrizulta mill-paragrafu f "*All the other equipment and vehicles, of whatsoever nature, which are already in the possession of the third party, and/or used exclusively for its line of business*". Jinghad ukoll li "*the third party shall be considered as having been put in possession of the assets above described as from the 5th March 2001*".
- In-negozju tal-madum tac-ceramika u *sanitary ware* giet assenjata lir-raba' parti. Din l-assenjazzjoni kienet tikkomprendi diversi assi u debiti.
- L-art fix-Xewkija giet diviza f'zewg porzjonijiet li gew assenjati lit-tielet u r-raba' parti. It-tielet parti (ossija A.F. Ellis (Marble Works) Ltd intrabtet li thallas lil A.F. Ellis (Home Décor) Limited ghas-saldu ghal kwalunkwe differenza fil-valur l-ammont ta' Lm20,000 (ekwivalenti ghal €46,587). Naturalment kellu jsir kuntratt pubbliku ghall-assenjazzjoni biss pero' pendenti li jigi redatt tali kuntratt il-partijiet ftehm u li kull kumpanija tokkupa l-parti assenjata lilha skont il-ftehim minghajr ebda titolu izda fuq mera tolleranza.
- Il-partijiet ftehm u wkoll is-segwent:

"The third party binds itself to remove all movable items belonging to it and presently held in the shed designated as 'open hut' forming part of the portion to be assigned to the fourth party as well as the garage at the back of the same portion that is better shown bordered in blue on the plan attached to the original agreement and marked Document I and this by not later than one month from today. Upon the expiry of this period of one month, possession of said portion shall automatically vest in the fourth party, which is being hereby authorised to take possession, remove and dispose of any and all movable items still existing in that shed in any way it deems fit.

Furthermore, the third party binds itself to remove the marble cutting machine at the back of said shed within six (6) months from today, failing which the fourth party is hereby authorised to take possession, remove and dispose of said machine.

In the eventuality that the time frames of one month (1) and six (6) months stipulated hereinabove are not respected by the third party, the third party shall incur a penalty of fifty maltese liri (Lm50) payable to the fourth party for each day of delay in respect of both the shed and the garage. This penalty shall be by way of preliquidated damages and shall not be liable to any review or reduction by any Court or other tribunal. In addition, the expenses relative to the removal and disposal of the aforementioned movable items by the fourth party shall be to the charge of the third party. The fourth party shall also be entitled to any proceeds from the disposal of such movable items”.

➤ **Il-partijiet ftehm u wkoll:**

“The fourth party shall continue occupying exclusively the three garages at Pompei Sreet owned by the third party without any title, but only on mere tolerance from the third party, for a period not exceeding six months from the date the third party vacates the garage existing at the back of portion B of the Xewkija premises as abovementioned. Upon the expiry of this period of six months, possession of the said premises shall automatically vest in the third party. Accordingly the third party is being hereby authorised to take possession of its property, immediately upon the expiry of this period, and to remove and dispose of any and all movable items still existing in those premises in any way it deems fit.

The fourth party shall also continue occupying exclusively the premises at 16, Ghajn Qatet Street, Victoria belonging to the first company without any title, but only on mere tolerance from the first company up to one year and six months from the date the third party vacates the garage and the open hut

existing at the back of portion B of the Xewkija premises as above-mentioned today, saving force majeure. Upon the expiry of this period, possession of the said premises shall automatically vest in the first company. Accordingly the first company is being hereby authorised to take possession of its property, immediately upon the expiry of this period, and to remove and dispose of any and all movable items still existing in those premises in any way it deems fit. It is being expressly agreed however that independently of any force majeure or other reason that may be brought forward by the fourth party, possession of these premises shall automatically vest in the first company immediately upon the expiry of one month from the issue of a development permit from MEPA in respect of any part of those premises.

Provided that the fourth party shall be entitled to continue making use of the office at the premises at 16, Ghajn Qatet Street, Victoria belonging to the first company for a period of one year from the date of the issue of a valid MEPA permit for the construction of an office/showroom at Portion B of the Xewkija premises or two years from today, whichever comes earlier”.

➤ *Il-klawzola numru 16 imbaghad tistipula s-segwenti:*

“The parties agree that pursuant to the set-offs mentioned above, the net amount payable by the third party to the fourth party in terms of clause four (4) above is ten thousand maltese liri (Lm10,000). This amount shall be payable as follows:

- a. the amount of three thousand three hundred maltese liri (Lm3,300) shall be payable within one week from the date when the fourth party effectively yields possession of the three garages at Pompei Street, Victoria to the third party – saving any penalties that may be due by the fourth party for any delay in yielding back such possession, which in terms of this agreement the third party is entitled to withhold from the amount due by it.*

- b. *A further amount of three thousand three hundred maltese liri (Lm3,300) shall be payable within six months from the date when the fourth party effectively yields possession of the three garages at Pompei Street, Victoria to the third party.*
- c. *The final amount of three thousand four hundred maltese liri (Lm3,400) shall be payable within one year from the date when the fourth party effectively yields possession of the three garages at Pompei Street, Victoria to the third party – saving any penalties that may be due by the fourth party for any delay in yielding back such possession, which in terms of this agreement the third party is entitled to withhold from the amount due by it.*

Provided that if the third party has not removed the movable effects presently encumbering the shed and the garage at Portion B of the Xewkija premises and relinquished the possession of the same Portion B within one month from today or the marble cutting machine at the back of the same shed within six (6) months from today, the payment of said owelty of ten thousand liri (Lm10,000) shall be due ipso facto and this over and above any penalty that may additionally be due together with the re-imbusement of the expenses involved in removing and disposing of these items.

It is further being agreed that in case of delay by the third party in effecting such payment, interests at the highest rate permitted in terms of law in Malta with effect from the date when the payment fell due until the date of effective payment shall automatically start running in favour of the fourth party”.

Permezz tal-kawza odjerna, is-socjeta' attrici qeghdha titlob lil din il-Qorti tordna lis-socjeta' konvenuta thallas s-somma ta' €7,919.87 dovuti ai termini tal-artiklu 16 tal-ftehim tat-23 ta' Mejju 2006.

Min-naha taghha, is-socjeta' konvenuta issollevat l-eccezzjoni li s-socjeta' attrici naqset li twettaq l-obbligi assunta minnha u sakemm ma twettaqx

dawk l-obbligi l-azzjoni hija ntempestiva. Skont is-socjeta' konvenuta, is-socjeta' attrici naqset li tivvaka mill-fond numru 16, Triq il-Ghajn Qatet, Victoria, Ghawdex inkluz l-ufficju formanti parti minn dak il-fond a tenur tal-paragrafu 5 tal-ftehim.

Is-socjeta' konvenuta ipproponiet ukoll kontro-talba li permezz taghha talbet lil din il-Qorti tordna ir-ritorn tat-travi tal-hadid li kienu jinsabu f'dik il-parti tal-proprjeta' li ma kinitx la l-'open hut' u lanqas il-garaxx fuq in-naha ta' wara ta' dik il-proprjeta' izda kienu jinsabu fit-terren mikxuf jew fin-nuqqas tillikwida l-valur tat-travi.

Is-socjeta' attrici min-naha taghha eccepjet li l-ftehim ma ta l-ebda dritt lis-socjeta' konvenuta ghal dawn it-travi.

Illi fis-seduta ta' l-1 ta' April 2011 gie vverbalizzat minn Dr Carmelo Galea ghas-socjeta' konvenuta is-segwenti: *"B'referenza ghall-eccezzjoni tas-socjeta' konvenuta Dr Carmelo Galea ddikjara li l-klawsola relevanti hi dik numru hamsa (5) tal-ftehim tat-23 ta' Mejju 2006. Iddikjara wkoll lid war il-klawsola numru sittax (16) mertu ta' din il-kawza fadal x'isir l-ahhar pagament ta' tlett elef u erba' mitt lira Maltin (Lm3,400) lis-socjeta' attrici liema pagament ma sarx ghar-raguni li tissemma fir-risposta. Fir-rigward tat-talba rikonvenzjonali ghamel referenza ghall-klawsola 1 (f) tal-ftehim u ddikjara li t-travi inkwistjoni kienu jinsabu fil-porzjon art li giet assenjata lis-socjeta' attrici, pero' mhux fl-ambjenti li jissemmghu f'paragrafu disgha ta' klawsola numru erbgha (4), dawn kienu travi tal-hadid twal li uhud minnhom kienu erbgha u sebghin (74) pied"*.

Illi ghalhekk inkwantu ghat-talba attrici huwa ppruvat li l-ammont mitlub ghadu ma thallasx. Il-kwistjoni li trid tigi ezaminata hija jekk l-eccezzjoni ta' intempestivita' sollevata hix wahda gustifikata.

Is-socjeta' konvenuta qeghda tinvoka l-klawsola 5 tal-ftehim. Din il-klawsola timponi penaltijiet f'kaz li xi hadd mill-partijiet ma jivvakax mill-fondi msemmija fl-istess klawsola inkluz il-fond numru 16, Triq il-Ghajn Qatet, Victoria, Ghawdex. Mill-verbal ta' l-1 ta' April 2011 gie vverbalizzat li "Id-difensuri tal-partijiet qablu li b'referenza ghall-klawsola numru 16(c), il-pussess tat-tlett garaxxijiet fi Triq Pompei, Victoria nghata lura lis-socjeta' konvenuta u lil Salvu Ellis personalment". Kwindi huwa ovvju li dan sar kif pattwit.

Il-klawsola 16 tal-ftehim tistipula li s-socjeta' konvenuta kellha thallas lis-socjeta' attrici ekwiparazzjoni ta' Lm10,000 fi tliet rati fit-termini stabiliti. Huwa evidenti li dawn il-hlasijiet kienu marbutin mar-ritorn tat-tlett garaxxijiet u ma xejn aktar. Irrizulta li l-pussess ta' dawn il-garaxxijiet inghata lura lis-socjeta' konvenuta u ghalhekk il-hlas huwa dovut. Is-socjeta' konvenuta allegat li s-socjeta' attrici naqset li tivvaka l-fond numru 16, Triq Ghajn Qatet, Victoria skont il-klawsola 5 tal-ftehim. Fil-fehma tal-Qorti prova ta' dan hija mankanti fl-atti processwali. Izda anki kieku kien il-kaz il-hlas kien marbut mal-fatt li s-socjeta' attrici kellha tivvaka l-garaxxijiet - kif fil-fatt ghamlet. Ghalhekk din l-ewwel eccezzjoni mhix misthoqqa.

Illi ghaldaqstant it-talba attrici ghandha tintlaqa' bl-imghaxijiet legali mit-23 ta' Dicembru 2007 li kienet id-data meta l-ammont pretiz sar dovut u dan peress li tali hlas kellu jsir fi zmien sena minn meta l-garaxxijiet msemmija gew ritornati. Dawn il-garaxxijiet gew ritornati sitt xhur wara li s-socjeta' konvenuta kienet irritornat il-garaxx fil-porzjon tal-fond fix-Xewkija li gie assenjat lis-socjeta' attrici li skont il-klawsola 5 tal-ftehim gie ritornat xahar wara l-ftehim cioe fit-23 ta' Gunju 2006.

Illi fir-rigward tal-kontro-talba, is-socjeta' konvenuta qeghda tinvoka l-klasola 1(f) tal-ftehim li tistipula li l-operat ta' l-irham u granit gie assenjat lis-socjeta' konvenuta rikonvenjenti. Din l-assenjazzjoni kkomprendiet diversi assi u debiti fosthom dak li jirrizulta mill-paragrafu f "*All the other equipment and vehicles, of whatsoever nature, which are already in the possession of the third party, and/or used exclusively for its line of business*".

Hekk kif issottomettiet tajjeb is-socjeta' attrici fin-nota taghha 'travi tal-hadid' la huma 'equipment' u lanqas 'vehicles'. Lanqas gie ppruvat li tali travi kienu wzati esklussivament fil-linja tan-negozju tas-socjeta' konvenuta anki jekk Saviour Ellis ipprova jaghti tali impressjoni. Izda fix-xhieda tieghudwar dan il-punt kien pjuttost evasiv. L-uniku dokument li gie prodott kienet fattura wahda.

Is-socjeta' konvenuta ssostni li t-travi kienu fil-pussess taghha qabel ma sari l-ftehim. Fix-xhieda tieghu Saviour Ellis¹ qal: "*Nghid illi jiena kont obligat illi nohrog dawn it-travi mix-shed biss u mhux illi nizgumbrahim mill-porzjon illi messet lill-kumpanija l-ohra. Fil-fatt jiena effettivament it-travi nehhejthom mix-shed fi zmien stipulat. Nghid illi jiena nehhejthom mix-shed liema shed kien ghadu bla saqaf u dawn it-travi poggejthom fuq in-naha ta' wara tax-shed imissu maghha, pero, kienu fuq barra. Il-ftehim kien illi jiena ghalhekk lilhom naghtihom il-pussess tax-shed u fil-fatt jiena mix-shed hrigt, hrigt dawn it-travi. Nghid illi meta l-kumpanija attrici dahlet fis-xhed huma ghamlu hafna pallets u b'hekk jiena ma stajtx nidhol fil-partu fejn kien hemm it-travi. Allura jigi illi huma hadu t-travi u minhabba f'hekk jiena ma hallasthomx*".

Illi Saviour Ellis xehed li t-travi ghalkemm tnehhew mill-'open hut' fit-terminu, thallew barra mix-'shed' oltre t-terminu u sostna li xi zmien wara saru xi pellets mis-socjeta' attrici u ma setax jidhol ghat-travi. Is-

¹ Seduta tat-30 ta' Awwissu 2012 a fol 34 tal-process

sottomissjoni tieghu hija li skont il-ftehim il-kumpanija konvenuta kienet obligata li tnehi l-oggetti mobbli kollha li jappartjenu lilha li kienu fix-shed u fil-garaxx fi zmien xahar mid-data tal-ftehim u huwa hekk ghamel ghax it-travi skontu nhargu barra mix-shed fuq it-terren mikxuf liema art kienet giet assenjata lis-socjeta' attrici.

Illi skont il-ftehim *"Upon expiry of this period of one month, possession of said portion shall automatically vest in the fourth party (socjeta' attrici), which is being hereby authorised to take possession, remove and dispose of any and all movable items still existing in the shed in any way it deems fit"*. Saviour Ellis u l-kumpanija konvenuta qeghdin jippretendu li kien bizzejjed li nehew it-travi mix-shed biex ottemperaw ruhhom mal-ftehim anki jekk it-travi thallew barra u billi fil-ftehim jissemma biss li wara li jiddekorri x-xahar mill-ftehim, l-oggetti li kienu jinsabu fix-shed kellhom ighaddu fil-pussess tas-socjeta' attrici.

Madankollu, din il-Qorti tqis li l-ftehim ghandu jigi interpretat in buona fede. Jekk it-travi verament kienu fix-shed, allura s-socjeta' konvenuta kellha l-obbligu li tnehhihom u mhux kemm iccaqlaqhom biex taparsi onorat il-ftehim ghaliex skontha ma giex specificat x'kien se jigri mill-oggetti barra mix-shed. Fil-fehma tal-Qorti dak li japplika ghall-mobbli li kienu fix-shed u fil-garaxx japplika ghal dak li kien jinsab barra mix-shed u li s-socjeta' konvenuta ma nehietx fiz-zmien stipulat. D'altronde it-terren mikxuf gie assenjat lill-istess socjeta' attrici.

Ghal dawn il-motivi, inkwantu ghat-talba attrici, din il-Qorti taqta' u tiddeciedi billi filwaqt li tichad l-eccezzjonijiet tas-socjeta' konvenuta, tilqa' t-talba attrici u ghalhekk tordna lis-socjeta' konvenuta thallas lis-socjeta' attrici s-somma ta' sebat elef disa' mija u dsatax-il euro u sebgha u tmenin centezmu (€7,919.87) bl-imghax legali dekorribbli mit-tlieta u ghoxrin (23) ta' Dicembru tas-sena elfejn u sebgha (2007).

Inkwantu għall-kontro-talba filwaqt li tastjeni milli tiehu konjizzjoni ulterjuri ta' l-ewwel eccezzjoni billi din giet irtirata, tilqa' l-eccezzjoni l-oħra u tichad it-talbiet rikonvenzjonali.

Bl-ispejjez ta' l-azzjoni attrici u l-kontro-talba għandhom jigu sopportati mis-socjeta' A.F. Ellis (Marble Works) Ltd hlief għall-ispejjez relatati ma' l-ewwel eccezzjoni in risposta għall-kontro-talba li għandhom jigu sopportati mis-socjeta' attrici.

< Sentenza Finali >

-----TMIEM-----