

BLUE STAR PORT LINES (MANAGEMENT) LTD.
AND ANOTHER,

Plaintiffs,

v.

MARITIME FRUIT CARRIERS CO. LTD.,

Defendants.

BLUE STAR
PORT LINES
(MANAGEMENT)
LTD.,
AND ANOTHER
v.
MARITIME
FRUIT
CARRIERS
Co. LTD.

(Admiralty Action No. 24/68).

Admiralty—Claim for goods short-landed—Based on booking note and bill of lading—Claim proved.

Contract—Jurisdiction—Contract for delivery of goods entered outside the jurisdiction—Breach (i.e. short-landing) occurring within the jurisdiction—Court vested with jurisdiction to hear and determine the case.

The facts sufficiently appear in the judgment of the Court given in favour of the plaintiff in this admiralty action.

Admiralty Action.

Admiralty action for £1,687.555 mils value of short-landed goods.

G. C. Economou, for plaintiffs.

The defendants were not represented.

The following judgment was delivered by :

JOSEPHIDES, J. : The plaintiffs' claim in this case is for £1,687.555 mils, value of short-landed goods.

The defendants were duly served at Haifa, Israel, with the leave of the Court, with a notice of the writ of summons on the 11th November, 1969. They failed to enter an appearance or defend the proceedings. The claim is based on a booking note and a bill of lading which was signed between the agents of the first plaintiffs and the agents of the defendants in Marseilles. The booking note is dated 5th December, 1967, and the bill of lading, 12th December, 1967.

The cargo, which is described in the bill of lading, included mainly frozen meat and some other general cargo. Originally the cargo was carried by another vessel, the s.s. "Port

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Nelson” but, owing to the unsettled political conditions at the time, the goods were trans-shipped at Marseilles on the motor vessel “Kyrios Stelios” which arrived in Cyprus on the 17th December, 1967, and discharged the cargo between that date and the 20th December, 1967.

According to the Cargo Out-Turn Report and the evidence of two of the employees of the second plaintiffs (who are the agents of the first plaintiffs in Cyprus) 364 packages were short-landed at Famagusta. The ultimate consignees put in claims which were met and paid off by the first plaintiffs. Some of the ultimate consignees did not put in claims in time so that these claims, if any, were not taken into account. The net result is that, according to the particulars of claims paid by the first plaintiffs and shown in the report dated 3rd March, 1970 (*exhibit 4*), the following goods were short-landed, for which the first plaintiffs paid off claims amounting to £1,687.11s.5d. These goods were: 101 cartons frozen meat, 112 carcasses, 2 sides veal, one bag milk powder, 211 lbs. sheep kidneys, and 30 quarters beef. Full particulars of the quantities, the names of the ultimate consignees and their claims, appear in the above-mentioned report (*exhibit 4*).

The second plaintiffs, by letters dated the 10th February, 1968, the 10th July, 1968, and the 27th November, 1968, claimed payment of the short-landed goods for which the first plaintiffs paid compensation to the ultimate consignees. By their letter dated 11th December, 1968, the defendants’ agents in Cyprus, Shoham (Cyprus) Limited, disclaimed liability for any short-landed goods, hence this action.

On the evidence adduced before me I am satisfied that the plaintiffs’ claim has been proved in full.

With regard to the question of jurisdiction, the defendants, through their agents in Marseilles, contracted to carry the goods and deliver them at Famagusta. By short-landing the quantities of goods described earlier, the defendants broke their contract. As the defendants were bound to deliver the goods in Cyprus, although the contract was entered outside Cyprus, the breach occurred within the jurisdiction and consequently this Court has jurisdiction to hear and determine the present action.

In the result judgment is entered in favour of the plaintiffs in the sum of £1,687 and £80 costs.

*Judgment as per claim ;
order for costs as above.*