

1985 May 25

[KOURRIS, J.]

NICOS BILLIS,

*Plaintiff,*

v.

1. APOLLON 11 ETERIA LEOFORION LTD.,  
2. MOTOR YACHT AMOR,

*Defendants.*

*(Admiralty Action No. 217/80).*

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*Work done and services rendered—Claim for, resting on credibility of witnesses—Sustained.*

In an action by plaintiff for £450.- for work done and services rendered, defendants No. 1 counterclaimed the sum of £300.- for work which the plaintiff failed to carry out and another sum of £300.- being the value of two used axles which were taken from their motor yacht "Amor." Both the claim and the counterclaim had to be decided on the credibility of the witnesses. The trial Judge after accepting the evidence adduced by the plaintiff and rejecting that adduced by the defendants:

*Held*, that judgment must be entered for the plaintiff for £450.- with costs and the counterclaim must be dismissed with costs.

*Judgment for plaintiff for £450.*

**Admiralty Action.**

Admiralty action for £450.- for work done and services rendered by plaintiff to defendant 1.

*B. Vassiliades*, for the plaintiff.

*G. A. Georghiou*, for the defendants. 20

*Cur. adv. vult.*

KOURRIS J. read the following judgment. The plaintiff's claim against the defendants 1 is for £450.- for work done and services rendered.

5 The defendants 1 counterclaimed the sum of £300.- for work which the plaintiff failed to carry out and another sum of £300.- being the value of two used axles which were taken from the motor yacht "Amor".

10 The plaintiff discontinued the action against defendant 2 by a notice of discontinuance under Order 80 dated 17th February, 1981.

The plaintiff gave evidence in support of his claim and his evidence, shortly, is as follows:

15 In the summer of 1978 he had a company under the name of "Argo" and on the instructions of Panayiotis Theodossiou, who is the Managing Director of defendants 1, carried out repairs on the motor yacht "Amor" to the value of £1,400.-, which sum was paid by defendants 1. He alleged that in the following year, that is in 1979, defendants 1 instructed the plaintiff to carry out repairs on the same motor yacht, including also the replacement of the two axles of the motor yacht with new ones, and that they agreed to pay him reasonable remuneration. The plaintiff concluded that he carried out the repairs, as they appear in paragraph 3 of the statement of claim, to the value of £1,160.-; that he settled accounts with the defendants 1, who agreed to the above sum, and that they paid him the sum of £700.-, leaving thus a balance of £500.-. He said that he made a discount of £50.- and he now claims the sum of £450.-, which the defendants failed to pay up to the present day.

35 The Managing Director of the defendant 1 company, a certain Panayiotis Theodossiou, gave evidence and denied the allegations of the plaintiff. He said that the plaintiff carried out repairs on the said yacht in 1978 for the sum of £1,400.-, which he paid to him. When the yacht was at Larnaca it made water, whereupon he invited the plaintiff to examine the yacht and, according to his allegation, the plaintiff admitted that it was due to his fault and that he undertook to repair it, without any charge. He went on

to say that they further agreed that the plaintiff should replace the axles of the yacht with ones made of phosphoric bronze for £700.-. But, later on, the plaintiff informed him that the axles made of phosphoric bronze were very expensive and recommended to him to fix stainless steel axles which valued not more than £300.- He laid stress to the point that he made a specific agreement with the plaintiff to return to him the phosphoric bronze axles which were already fixed on the yacht and that the plaintiff failed to do so and he stated that their value was about £300.- He also said that the plaintiff failed to return to him the £300.- which was the difference in the value of the axles.

The plaintiff denied that the value of the two phosphoric bronze axles of the yacht was £300.- He said that they were in such a condition that they could not be used for any purpose whatsoever and that he sold them as scrap for £45.-, and he is willing to credit the defendants with this sum.

I have had the opportunity to listen to the evidence of the parties to the action and to watch their demeanour in the witness box and I have come to the conclusion to accept the evidence of the plaintiff who impressed me as a truthful witness. His evidence is also supported by the evidence of Angelos HjiMinas, (P.W.1), who is a turner at Limassol, and who stated that the plaintiff, together with Theodossiou visited his shop and he informed them of the value of the various axles, that is, that the phosphoric bronze axles would cost £600.- and that the stainless steel only £220.-, and that Theodossiou decided to buy the stainless steel axles. Furthermore, this witness supported the evidence of the plaintiff that the axles of the yacht were unusable for any purpose whatsoever and that they could only be sold as scrap at 30 to 40 cents per oke.

In view of the above, I accept the version of the plaintiff and I also find that the condition of the two axles removed from the yacht were in the condition described by the plaintiff and his witnesses and that they fetched £45.- when sold as scrap.

For these reasons I enter judgment for the plaintiff for

£450.- with costs and I dismiss the counterclaim of the defendants with costs.

Costs to be assessed by the Registrar.

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*Judgment against  
defendants for £450.-  
with costs.*