

J. L. CHIPPER & CO. LIMITED

Plaintiff

and

TRACTORS, DIESELS AND EQUIPMENT
PROPRIETARY LIMITED.

Defendant

J U D G M E N T.

This action came on for hearing at the Civil Sittings at Rabaul on 14th November, 1952, and was adjourned to 18th November, 1952, to enable the filing of an affidavit that the solicitor on the record for the defendant had notice of the hearing.

Such an affidavit was read on 18th November, 1952 by Mr. Dudley Jones of Counsel for the plaintiff company, there being no appearance for the defendant company.

Leave was given to proceed in the absence of representation by the defendant company.

It appeared from the evidence of J. L. Chipper that he was the Managing Director of the above plaintiff company carrying on business in Rabaul.

In late September, Chipper, the evidence discloses, was asked by a man named Gatenby representing the defendant company to quote for the removal to ships' sides and making of shipping arrangements of a considerable quantity of heavy earth-moving equipment bought by the defendant company from the New Guinea Co. Ltd.

After inspection and proper identification of the articles for shipment a price of £900 was quoted by Chipper and was agreed to by Gatenby.

In due course the equipment was shipped in four separate consignments, namely:-

"Aros"	in September, 1949
"Mangola"	in November, 1949
"Aros"	in January, 1950
"Citos"	in March, 1950

The defendant company was on each occasion sent the shipping documents by the plaintiff company, and in fact that latter company met drafts drawn on it in connection with the contract upon which the plaintiff company now sues amounting to £500, but he testified that a balance of £528. 9. 0. is still due and unpaid, though he has on the company's behalf tried to obtain settlement. That amount includes £128. 9. 0. freight and charges paid by the plaintiff at the defendant company's request, and witness Patrick Roberts has corroborated Chipper's evidence and recalls that the cargo left Rabaul marked with the defendant company's shipping mark.

The defendant company filed a defence denying the performance of the work. The agreement that it should be performed by the defendant company, and finally that the prices charged are exorbitant, but it has not appeared before the Court to substantiate the defence.

Judgment for the plaintiff company in the sum claimed and taxed costs as between party and party of and incidental thereto.