

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA
IN COMMON LAW

SUIT NO. C.L. A.113 OF 1982

BETWEEN APPLIED INDUSTRIAL TECHNOLOGIST LIMITED PLAINTIFF
A N D C. G. RICHARDS DEFENDANT

Scott Q.C., for Plaintiff.

Clark Counsins for Defendant.

July 26, 1988

ORR, J:

The delivery of this judgment has been unduly delayed for which I apologise.

Persons however well intentioned, should never attempt to combine business and friendly relationships. When things sour as was admitted in this case, the lack of documentation which would normally be expected in a business relationship, renders the task of resolving the issues more arduous.

On the evidence I find as follows:

1. The plaintiff Company expended various sums as loans to the defendant for extensive refurbishing of the premises 6 Eastwood Avenue. I reject the evidence of the defendant that such work was limited to a fence;
2. The Directors agreed that no rental should be charged for the premises;
3. The compressor was defective when loaned by the defendant to the Company. The Company had a starter installed and mechanical work done on the compressor. The charge for use of the compressor was waived in lieu of work done on it. The failure to return the compressor is attributable to both parties. There was no return and no demand for its return. When differences arose and the defendant resigned as a Director it was automatically returned to him;