Neutral Citation Number: [2010] IEHC 442

THE HIGH COURT

[2006 No. 1811 P]

BETWEEN

JOHN HANRAHAN

PLAINTIFF

AND

THE MINISTER FOR AGRICULTURE, FISHERIES AND FOOD

DEFENDANT

JUDGMENT of Mr. Justice McMahon delivered on the 26th day of November, 2010

Introduction

1. This judgment is the sequel to my decision delivered on 24th June, 2009. In those proceedings, the Department of Agriculture, Fisheries and Food (the Department) had seized 355 cattle from the dairy herd belonging to John Hanrahan over the two day period of 15th and 16th March, 2006. In my judgment I concluded that when the cattle were seized there were welfare issues which justified the seizure under the legislation. The cattle were moved to Purcell's Lairage, a private holding facility near Waterford.

2. An agreement was reached on 11th April, 2006 wherein the parties agreed that a number of cattle would be returned to Mr. Hanrahan's farm which would bring the total number of animals on the farm up to a maximum of 328 livestock units, the exact number to be determined by two experts, one nominated by each side. The consultants from both sides agreed on 19th April on a basis of 1.1 stocking rate that all but 5.4 livestock units were to be returned.

3. The defendant's solicitor sent a letter to the plaintiff on 25th April alleging that the plaintiff had failed to comply with the terms of the agreement and that it was the Minister's intention to sell 150 of the animals from the lairage on 28th April, 2006. The plaintiff sought an interlocutory injunction which was refused on 23rd May, 2006. The Minister returned 149 animals to Mr. Hanrahan, nearly all in the first week of May 2006, and proceeded to sell the 223 unreturned animals on the 2nd June.

4. It was decided in the course of the proceedings that this Court would first rule on the issue of liability and that the quantum of damages, if there were any, would be determined at a later date. On the issue of liability I held that, in failing to deliver the 223 cattle back to the plaintiff and by selling them on 2nd June, 2006, the defendant breached the agreement of 11th April, 2006.

5. There is other litigation in existence by this plaintiff against the Department of Agriculture and Kerry Co-operative wherein the plaintiff claims that in other causes of actions monies are owed to him. This is ongoing litigation which pre-dates these proceedings. While the plaintiff, not his counsel, kept making reference to them in these proceedings, this Court knows nothing about the merits or otherwise of that ongoing litigation. I am not in a position to comment on those proceedings or on the plaintiff's likelihood of success therein. That will be determined in another forum on another occasion. In the meantime, I will take the narrow view and address only the damages which clearly follow from the failure to return the animals to the Hanrahan farm as agreed in the agreement of 11th April, 2006. I do this, of course, without prejudice to the other litigation.

6. The defendant argues that the calculation of the plaintiff's losses should be done in one of two ways. First, and the defendant's preferred option, is that the plaintiff's losses should be assessed by reference only to the value of the animals as of 5th May, 2006. To this, should be added interest at the rate of 3% per annum for the period, 5th May, 2006 to the date of the trial or the date of the court's determination. The alternative model of assessment proposed by the defendant is that the plaintiff should only be compensated for the loss of profits which he suffered due to the failure to return the animals as per the agreement. The defendant argues that if the second model is followed, no additional compensation should be given for the value of the animals, and further, that model 1 and model 2 are mutually exclusive; it is either one or the other.

7. I reject the first model for several reasons. The market value of the contract goods may be the proper method of calculating the plaintiff's loss where the contract goods are generic goods and are readily available on the market at the time of the breach. If the seller agrees to sell me ten new books at €10 each, and fails to deliver them, then, if I can go out immediately and purchase the same books on the market for €12 each, clearly damages should only be awarded for €20, that is ten multiplied by €2. If the goods he fails to deliver were originally my books which I had lent to him, the damages I would be entitled to would be €120, that is, the cost of replacing them on the day of the breach. If, however, the goods are not so readily available, this model may not be suitable for the assessment. In the case before the court, it would not have been easy for Mr. Hanrahan to purchase immediately 223 animals of the kind, size and classification of the cohort in question, within a reasonable time. Moreover, this approach is wholly unsuitable where, as here, there is a substantial time gap (four and a half years) between the breach and any determination against the defendant. The suggested method in that case takes no account of the loss of profits that the plaintiff might have suffered in the meantime. Further, it takes no account of the fact, also known to the defendant at the time of the breach, that the plaintiff did not have the money or the ability to borrow money from the banks to purchase immediately animals similar to those that ought to have been returned. Additionally, the contract between the parties in the instant case was an agreement for the return of the plaintiffs own cattle i.e. identified cattle, and it was never in the contemplation of the parties that money would be an alternative. Such a substitute would not compensate for the derangement of the annual herd programme or for the disturbance to the genetic history of the animals in the herd, both of which were factors very much in play in May 2006. Finally, if such a model was the model to be applied, it would enable a defendant to play the market. In theory, it would enable the party in breach to delay payment of compensation, fixed at 2006 prices, while the value of the animals might be increasing in a rising market.

8. The alternative model of assessment proposed by the defendant is that the plaintiff should only be compensated for the loss of profits which he suffered due to the failure to return the animals as per the agreement. In fairness to the defendant, it produced an accountant who gave expert evidence that good accounting principles mandates that approach. I confess, I find this proposition difficult to accept as a matter of law. Suppose a man wrongfully takes my cow and retains it for a year before the court determines that the taking was unlawful in the first place. If the cow in the meantime is disposed of by the wrongdoer, are the owner's damages

limited either to the value of the cow when it was taken or to the value of the milk which the owner lost during the year? To particularise the example further, say the cow when taken was worth €800, but is now worth €1,000 on the open market and the value of the milk lost for the year is €300. Are damages to the owner to be confined to €800 or €300? The defendant's suggestion has been rejected in law since St. Columcille was ordered, by the High King in 561 A.D., to return to the owner, not only the borrowed manuscript itself, but also the copy of the ancient manuscript when it was decreed "To every cow its calf, to every book its copy". (See Copinger & Skone James on Copyright (15th edn, 2005), p30).

9. In truth, the court's task today (four and a half years after the breach of contract) is to compensate the plaintiff for the failure to return the cattle on 5th May 2006 and also to compensate the plaintiff for the losses incurred because of the delay necessarily involved in the determination of the legal dispute where the defendant contested liability.

10. It may be that the defendant's accountant is suggesting that after four and a half years, the capital value of the unreturned cohort is to be written down to nothing and, therefore, it is an asset with no value at that point. This may have some force in certain commercial models where the asset for accountancy purposes is written off after a certain amount of years, for example, where what is at issue is a laptop computer, a Dictaphone or a piece of office furniture. I do not think it can apply in the present case, as it seems to ignore the fact that what has to be returned to the plaintiff is a cohort of 223 animals of various classes and ages. In fact, it is not an asset that can be written down over four years, but is an asset that renews itself since as the older cows drop out of production, they are replaced by younger in calf heifers coming into production, while the calves, in turn, grow into young heifers, thereby renewing the herd. Moreover, it can be expected that many calves are added to this changing cohort every year. In this sense, the cohort of 223 animals as of 5th May, 2006 is a renewing asset and not a wasting one. For this reason, I have come to the conclusion that the plaintiff must be compensated not only for the capital value of the animals, but also for the losses he incurred during the four and a half year period. In carrying out this exercise, however, the court must be vigilant to ensure that the plaintiff is not being overcompensated and that double compensation does not occur.

11. It is well established that a plaintiff may recover such damages for a breach of contract 'as may fairly and reasonably be considered either arising naturally, i.e. according to the usual course of things' or 'such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it'. This test was set out in *Hadley v Baxendale* (1854) 9 Ex 341 at 354-355, and has been approved in numerous Irish decisions such as *Lennon v. Talbot Ireland Ltd* (Unreported, High Court, 20th December 1985), and *Lee v. Rowan* (Unreported, High Court, 17th November, 1981,).

12. The plaintiff is entitled to such damages as would put him as nearly as possible into the position in which he would have been had the animals been returned as agreed. In the absence of the cattle themselves, a sum of money to represent their value should be awarded. Additionally, the plaintiff claims he is entitled to profits lost and expenditure incurred because of the breach of the agreement. In the present case, these primarily relate to his loss of milk from the milking cows not returned. These may also include losses resulting from his particular circumstances so far as they are foreseeable by the defendant. Such losses are sometimes described as "consequential loss" in Anglo American usage. The third claim for damages by the plaintiff occurs under the heading of inconvenience and distress caused to him as a result of the failure to return the animals on 5th May, 2006.

13. In assessing his losses under the above headings, however, the plaintiff must bring into account any compensating gains which will be offset against his losses: he is only entitled to his net losses. Moreover, in calculating what gains he would have made if there had been no breach, the cost of realising such gains are compensatory savings which must be deducted, to quantify the net gain only at the end of the day. In the present case, the defendant argues that there were cost savings for the plaintiff in calculating his losses from a lower mild yield, insofar as, since it is a theoretical exercise, he would not have (or should not have) incurred labour or land costs in the event, as, in fact, the cattle were not returned. I will deal with this argument in more detail below.

14. Where a breach of contract occurs, the aggrieved party is obliged to take reasonable steps to reduce his losses. He is obliged to mitigate his losses. Costs reasonably incurred by the plaintiff in such an exercise are recoverable.

15. These are the principles applicable to the present case and are not difficult to state in the abstract. The difficulties here arise in applying them to the facts of the case and in quantifying the losses in monetary terms. Some of these difficulties must be attributed to the plaintiff's failure to keep proper farm accounts, not only prior to the seizure in 2006, but also subsequently, when it became obvious that an action against the State was contemplated. Perhaps it is too much to expect the plaintiff to change his life long practices in this regard, at this late stage of his life, but it must be noted that it presents difficulties for the court.

16. Nevertheless, the court must do its best. The fact that damages are difficult to assess does not disentitle the plaintiff to compensation for losses resulting from the defendant's breach of contract. As Finlay P. stated in *Grafton Ct. Limited v. Wadson Sales*: the court "should be alert, energetic and if necessary ingenious to assess damages where it is satisfied that a significant injury has flowed from breach". (Unreported, High Court, 17th February, 1975 at p. 21).

(i) The value of the animals not returned

17. Turning then to the first heading I must value the animals that should have been returned by the defendant under the contract. I have found in the liability trial that all the animals held in the lairage except the 5.4 livestock units (l/u) should have been returned. This means that 223 animals should have been returned on that day. This figure was agreed by the defendant during this hearing, save that a small adjustment should be made in favour of the defendant, because Dr. Butler conceded in his evidence that no credit was given to the Department for three calves omitted in the original count and which it was agreed amount to 0.9 livestock units. The total animals that should have remained then would have been 6.3 livestock units. Under the original agreement of 11th April, 2006, it was agreed that Ambrose Hanrahan would select the animals that were to remain, and again, during this hearing, it was agreed that had he been given the opportunity to make this choice, he would have selected animals that were "commercial animals" that is beef animals being those of least use to a milking herd. In giving evidence, Mr. Johnson, the valuer engaged by the plaintiff, identified the animals which would probably have been left and valued them for the court. The rest were to be returned. The defendant also agreed with the nature and classification of the different animals contained in the cohort of 223, which makes the valuation of them somewhat easier.

18. Before turning to this exercise, however, I am satisfied, for reasons outlined in the liability judgment dated 24th June, 2009, that the proper date for the return of the animals was 5th May, 2006. This is the date I propose to use for the calculation of damages.

19. Of the 223 animals sold by the Department, there were 33 lactating cows, 3 in calf heifers, 152 heifers, 4 bullocks, 3 suckler cows, 5 beef heifers, 15 male calves and 8 female calves. 188 were diary cattle and 35 were beef cattle.

20. The only expert valuer called to give evidence of the value of the unreturned cattle was Mr. C. Johnson who is an experienced auctioneer and valuer and a dairy livestock salesman. His evidence was clear. Counsel for the defendant suggested to Mr. Johnson

when he was giving evidence that he was someone who dealt with the higher end of the market and that his valuations might be on the high side. Mr. Johnson replied that he was valuing specific animals and it should be noted that Mr. Johnson had seen the herd at the lairage on 4th April, 2006. He was, therefore, giving typical values having seen the specific herd. Both John Hanrahan and his son Ambrose Hanrahan also suggested values for some of the animals returned by the Department which in general terms were somewhat lower than Mr. Johnson's valuation. These witnesses, however, were not asked to put a value on the animals sold by the Department in June 2006, which is what the Court is concerned with. Mr. Ambrose Hanrahan gave a value of between €400 and €800 for the 33 dairy cows returned while Mr. Hanrahan gave a value of between €200 and €400 for these animals. Eight heifers came back on the 5th May and Mr. Ambrose Hanrahan put a value of €500 to €700 on the six heifers that came back that were aged between 12 months and 27 months. The Department using figures gleaned from livestock mart sales put a value of €640 on these animals. The defendant puts a total value on the non-returned livestock of approximately €117,000. Of the evidence proffered to the court, I prefer to rely on the objective and professional opinion of Mr. Johnson in this regard. I do accept, however, and Mr. Johnson's evidence bears it out, that he does deal with the upper end of the market and for this reason it is appropriate to discount his valuation somewhat. His total value for the whole cohort of 223 animals came to €166,320 and I propose to discount this by a sum of €20,000, which leaves a final value of €146,320 for the unreturned animals. For the 5.4 livestock units that were not to be returned, he proposed an allowance of €4,100. I will also add as an allowance the sum of €900 for the three calves that Dr. Butler also said should have been credited to the defendant. This makes a reduction of €5,000 in respect of these and I am left then with a valuation of €141,320 for the rest of the animals. It should be noted that when the animals were disposed of in June, 2006 they realised a sum of €55,250 which, because of the approach I have adopted, the Department is of course now entitled to retain.

21. The plaintiff also claimed a loss of €5,000 approximately, as being the loss due because of the late breeding of 25 heifers which were only returned on 12th June, 2006. Had they been returned earlier they would have been put in calf earlier. The defendant did not appear to disagree with this sum. I make an award of € 5,000 as compensation for this delay.

(ii) Loss of Profits

22. The absence of the animals that should have been returned resulted in a severe drop in milk sales for the period 2006-2010. Attempting to quantify these losses poses some difficulties because the plaintiff did not keep proper farm accounts. A proper calculation would require an accurate number of the lactating cows, the annual yield per cow and the price of milk over the period 2006 to 2010. Nevertheless, the experts on both sides, working independently, using averages and relying on Teagasc figures, came up with losses for the period which in the circumstances corresponded closely with each other. Dr. Butler estimated that the losses per annum under this heading would be approximately €54,000 per annum, while Mr. Brady, for the defendant, estimated that the losses would be closer to €50,000 per annum. In the circumstances, and bearing in mind the absence of proper farm accounts, I find that the loss is €50,000 per annum. Multiplying this by 4.5 years, being the period from 5th May, 2006 to 10th October, 2010 (the end of the trial), I arrive at a figure of €225,000 as the loss incurred by the plaintiff during this period.

23. In his initial report, Dr. Butler took the view that it would take until 2015 before the herd was restored to the position it occupied before the trauma of the seizure was inflicted on the herd, and accordingly, was of the view that the annual loss should continue for a further five years. During the trial he modified his view and said the farm would be recovered by 2012. The defendant did not accept that any payment was due for this additional period. I have concluded from the evidence that an additional year will see the herd largely restored to its original position and I propose to award an additional €50,000 for losses in this period.

24. From this total of €275,000, the defendants say that a reduction must be made for the rearing of the 152 heifers during the years 2006 and 2007, that is before they became milk producing. Using Teagasc figures, the defendant calculates that the cost of rearing 152 heifers in 2006/2007 would be €69,525, and the cost of rearing 107 heifers in 2007/2008 would be €48,942. After that, these animals would have gone into the milking herd. I believe there would be some saving on these figures when the heifers were being returned to an existing farm where land was available, in any event.

25. In the circumstances, and doing the best I can in the absence of more accurate information, I will allow the defendant to deduct €110,000 under this heading. After this exercise, the total due to the plaintiff, therefore, comes to €165,000 under this heading.

26. The defendant argues that while this represents the loss of income that was caused by the failure to return the animals as agreed, a further deduction should be made as the plaintiff failed to mitigate his losses under two headings. When the cattle were not coming back, it is suggested that the plaintiff should have cut down his labour costs and his land holding as there were fewer animals on the farm. The defendant quantifies these as being €82,458 in respect of labour and €23,496 in respect of land, for the period 2006 to 2010.

27. This is a somewhat unreal argument in the context of the position the plaintiff found himself in when the contract was breached. The failure to return the animals created great uncertainty on the Hanrahan farm. Up until the cattle were sold by the Department in June 2006, the plaintiff was entitled to expect that they would have been returned to him. For a period thereafter, it must have been difficult for the plaintiff to decide what to do. Further, because of the serious financial difficulties Mr. Hanrahan was experiencing, a fact well known to the defendant at all times, Mr. Hanrahan's flexibility was greatly restricted. There was a very real danger that his whole enterprise would collapse. Ambrose, the plaintiff's son, who was heavily involved in the management and breeding side of the business, and whose knowledge and commitment to the herd was deep and personal, was so upset by the turn of events that he left the farm for a period of twelve months or thereabouts from July 2006 to July 2007. Mrs. Hanrahan, who also helped with the calves, *etc*., because of failing health, was also forced to withdraw, to some extent. In addition, Mr. Hanrahan's own health, again, a fact well known to the defendant, continued to be a matter for serious concern. He commenced these proceedings to seek his legal remedy. In the meantime, he was adamant that the farm, which he said was in his family since the 13th Century, would not be lost if at all possible. His resolve in this matter was known to the defendants from the earlier case of *Hanrahan v. Merck Sharpe and Dohme* (Ireland) Ltd. [1988] ILRM 629. He had no bank account and there was no prospect of raising money from the usual sources. With financial assistance from a friend, however, and particularly from his brother-in-law who lent him considerable sums over the next couple of years, he was able to buy in some replacement stock to keep the enterprise afloat. Moreover, a huge commitment, in time and effort, was involved in instructing lawyers and maintaining, initially, injunction proceedings and later the substantive proceedings herein. This involved a lot of travelling and absence from the farm. In these circumstances, it was difficult to contemplate reducing what labour he had. This is particularly so in the case of one Mr. O'Neill who was his cowhand for many years and who lived close to the farm. There is no evidence that he could have done without the casual labour provided by two Polish workers at the time, though there may have been some small opportunity to reduce their hours.

28. Some latitude, however, must be given to the plaintiff in respect of the land he held. It was difficult to expect him to ask Ms. Kiely, his immediate neighbour, who had leased land to him during the crisis when the cattle were seized, to take it back when the cattle were unlawfully sold, as there was a possibility that he might need it again the following year. To the suggestion that he might have sold hay off Ms. Kiely's land, the plaintiff responded that he took the opportunity of reseeding the land which paid dividends in subsequent years. It must also be acknowledged that the defendant's conduct created an uncertain and fluid situation which

prevented or inhibited long term planning on the farm, such as would involve letting land or labour go. In sum, his ability to mitigate was, in reality, limited. What he did do, in borrowing heavily from his friend and brother-in-law, in restocking his land as best he could and in reseeding some of the land, showed a commitment to keep the farm operation going in very difficult circumstances, some, if not all of which were caused by the defendant's wrongful conduct. These were real attempts to mitigate his losses and in this connection it is noteworthy that Mr. Hanrahan is making no claim for interest on these borrowings, which it appears, exceeded €1.1m. It was indicated to the court that he had to sell or pledge some of his land to secure the loans from his brother-in-law.

29. In these circumstances, and bearing in mind that Mr. Hanrahan had to buy in eleven cows and twenty in-calf heifers during this period, which would require extra labour and land, I am not prepared to conclude that there was any breach of his duty to mitigate in respect of his use of the land during the years 2006 to 2010 and in respect of savings that might have been made on labour, I will deduct a modest sum of €20,000.

30. Under the heading loss of income, therefore, I award the plaintiff a sum of €145,000.

31. The defendant also claims that it should be given credit for the rent the plaintiff got (€29,119) for letting out his milk quota during this period. I am not satisfied, however, that the extra milk the plaintiff would have sold, during this period, had he got back the cattle would have filled his quota. On the contrary, the evidence is that even with this extra quantity of milk, the plaintiff would not have achieved his full quota and he would still have been able to let part of the quota during these years, had the cattle been returned. Making an apportionment in the circumstances I would allow a deduction of € 18,000 to the defendant under this heading.

(iii) Cost of purchasing eleven cows and twenty in calf heifers during the period 2006 – 2010
32. Mr. Hanrahan claims that to keep his herd numbers up and to maintain, as best he could, the farm cycle in the Spring/Winter herd with the proper proportion of cows and replacement heifers, he bought in eleven cows and twenty in calf heifers between 2006 and 2008, which cost him €42,550. I accept that this was reasonable in the circumstances and, had he not done so, the plaintiff might have been charged with failure to mitigate his losses. However, because I have already compensated the plaintiff for the failure to return the whole herd I cannot award him any damages under this heading. It is true that he bought these animals, but he had the use and profits from them and has sold them or can sell them now, so that he is not at a loss for this purchase at the end of the day. To compensate him for this part of the claim also would amount to double compensation.

(iv) Rearing these animals
33. For reasons given above, I am likewise not prepared to make any award in respect of the cost of rearing this group of animals.

(v) Loss of farm waste management grant
34. Dr. Butler, in his report, explains the nature of this grant.

> "In 2006, the Minister for Agriculture and Food introduced a scheme of investment aid for farm waste management. The principal objective of the scheme was to assist farmers to meet requirements under European Communities (Good Agricultural Practice for Protection of Waters) Regulations 2006 (SI No. 378 of 2006). The scheme provided grant aid for facilities for collection and storage of animal excreta, soiled water and other farmyard manures and related facilities, together with new equipment for the application of same to farmland."

35. It is claimed that John Hanrahan planned to invest in facilities that would have entitled him to the maximum amount of investment eligible for grant aid under the scheme which was €120,000. Mr. Hanrahan claims that because the cattle were not delivered and because of reduced farming profitability in 2007 and 2008, he lost the 60% grant aid for which he was then eligible, that is, €72,000.

36. It is clear from the evidence before the court that the reason why Mr. Hanrahan did not qualify for this grant was because he failed to have the relevant planning permission for his development when the deadline arrived. His planning application was refused as being invalid for lack of information and Mr. Hanrahan took no further steps to rectify this defect and to obtain the requisite planning permission that would ultimately enable him to apply for the said grant. The immediate cause of his failure in this regard was due, not to the conduct of the defendant, but rather to his own short comings. Further, it does not seem that this failure by the plaintiff to secure the grant was either the natural consequence of the defendant's breach of contract or something in the contemplation of the defendant at the time of the breach. I would disallow this part of his claim.

(vi) Cost of procuring forage and animal accommodation in 2009
37. The claim under this heading is closely linked to the previous heading and must be refused for similar reasons. The plaintiff claims that he incurred extra costs in relation to forage and accommodation, as a result of not having grant-aided accommodation. The failure to have the accommodation, however, is due to the plaintiff's failure to secure the grant which as I have already noted was due to his own failure to comply with the requisite formalities. The claim under this heading could not be said to be a natural consequence of the breach nor does it arise from special circumstances known to the defendant at the time of the agreement. Rather is it attributable to circumstances that prevail on the farm.

(vii) Loss of winter milk bonus
38. Producers get a bonus for milk produced in the winter because of sacristy in the market during that season. The bonuses which the plaintiff received in recent years under this heading as set out hereunder.

Year Winter Milk Bonus (Euro)
2002 – 2003 € 11,413.82
2003 – 2004 € 5,854.43
2004 – 2005 € 0.00
2005 – 2006 € 6,872.13
2006 – 2007 € 0.00
2007 – 2008 € 6,859.37
2008 – 2009 € 9,349.69

39. No figures were provided for 2010. The last full potential bonus was achieved in 2002 – 2003. Bearing in mind the history of the seizure and the conditions on the farm and from the figures provided I believe that the plaintiff would have earned something extra from 5th May, 2006 to 2010 which I would estimate as being in the region of €6,000. Consequently, I will award the plaintiff this sum for loss of bonus due to failure to return the cattle as agreed.

(viii) Interest
40. Because I have awarded the plaintiff a sum in respect of loss of profits during the years 2006-2010, as a result of the failure to

return the animals as agreed, I do not believe that any sum for interest is due to the plaintiff for the delay in the payment of the capital sum, that is the sum I have valued the unreturned herd as of 5th May, 2006. There is no evidence before the court that the loans which the plaintiff got from others, and particularly from his brother in-in-law, were anything other than non-interest bearing loans from close friends and relatives.

41. Due to the stress, upset and inconvenience caused to the plaintiff, as a result of the breach of the agreement by the defendant, I award the plaintiff an additional sum of €25,000.

42. This brings the total award of damages to the plaintiff to €304,320.

43. I make an award in favour of the plaintiff in this amount.