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*Judgment: approved by the Court for handing down
(subject to editorial corrections)**

Delivered: 8/7/2016

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

QUEEN'S BENCH DIVISION

ROBERT GRAHAM

Plaintiff;

-and-

**PETER DOMZALA TRADING AS LPG SYSTEMS
INSTALLATIONS AND VEHICLE DIAGNOSTICS**

Defendant.

KEEGAN J

Introduction

[1] In this case the plaintiff's claim is for loss and damage sustained to motor vehicles, a garage, and personal belongings as a result of an explosion which occurred in or about 10 March 2012. There is also a small amount claimed for car hire. The plaintiff claims that this was due to the negligence and breach of statutory duty of the defendant his servants and agents in and about the conversion, installation and adjustment of a Liquid Petroleum Gas (LPG) system to the plaintiff's motor vehicle. The plaintiff was represented by Mr Barr, BL and the defendant was represented by Mr Skelt BL. I am grateful to both counsel for their assistance.

Facts

[2] The plaintiff, having purchased a second hand Subaru Impreza GX registration number CJZ7249, employed the defendant to carry out a gas conversion and installation. This was with the aim of providing fuel efficiency. The conversion involved the installation of a liquid LPG gas conversion tank in the boot of the car. The tank was installed in April 2010. The plaintiff was not entirely satisfied with the results and on or about 15 April 2011 the plaintiff approached the defendant about increasing the capacity of the tank. It is common case that this was undertaken and the capacity was increased from a stop fill limit of 40.8 litres of gas to approximately

45 litres of gas (the defendant says 44.6). I note the slight difference in amount between the plaintiff and the defendant however I do not think that this is material. This particular system has a full capacity for 51 litres however there is an 80% stop fill safety feature.

[3] On 10 March 2012 the plaintiff's wife was driving the Subaru car. The plaintiff's wife filled up the gas tank at a local station. The evidence was that this was early in the morning when the temperature was low in the Fermanagh area. It is the case that the plaintiff's wife drove a short distance that morning and then parked the car into the garage. In the garage there was also a Nissan vehicle belonging to the family. In the early hours of the morning the plaintiff heard an explosion and then discovered that the garage doors had been blown off by an explosion within the garage.

[4] This explosion led to the garage being seriously damaged. The contents of the garage were destroyed and the Subaru Impreza and the Nissan X Trail vehicles which were in the garage were substantially damaged. This resulted in the cars being written off. The last head of the plaintiff's claim is for a hire car. The total amount claimed by the plaintiff is £26,749.93 plus interest. The actual amount was not in dispute by much save the value of the Nissan X Trail which the defendant said should be the insurance value of £6,850 rather than the plaintiff's estimate of £8,000. Other than that the defendant did not make a case in relation to the monetary value of the plaintiff's claim. The real issue in this case was in relation to liability and whether or not the defendant should be liable for the loss and damage that has occurred.

[5] The plaintiff claims that the explosion occurred due to the fuel tank pressure relief valve venting gas after a pressure build up within the tank. There is a design feature to protect the tank from rupture. The manufacturer designed a maximum fill of 80% liquid gas into the tank. The plaintiff claimed that this incident was as a result of the actions of the defendant in bending the float arm on the multi-valve to allow excessive fluid into the tank. There is no dispute that the procedure did occur whenever the plaintiff asked for the tank's capacity to be increased. The question is whether or not these actions actually caused the explosion and therefore the damage.

[6] It was the case of the plaintiff that on the day of the incident the car was filled when temperatures were less than 3 degrees centigrade. Later on in the day, as the car was parked in a well-insulated modern double garage with a central heating boiler, there was a pressure increase within the tank with little or no safety margin. The plaintiff asserted that this led to the relief valve venting excess gas to reduce the pressure and that gas escaped into the garage. On this particular day there was a spark from an electrical appliance within the garage which ignited the gas. It was the case made by the plaintiff that if the 80% safety margin had been maintained this event would not have occurred.

The evidence before the court

[7] I heard evidence from the plaintiff and from an expert witness called on behalf of the plaintiff. I also heard evidence from the defendant and an expert witness called on behalf of the defendant. In addition I was asked to consider various written documents and reports within the papers.

[8] The plaintiff gave evidence that he had bought this Subaru car second-hand. He indicated that he installed the LPG system on the basis of fuel efficiency. His evidence was that he had issues getting his car filled with gas due to the distance between his house and the local station and that was why he approached the defendant to discuss increasing the capacity of the tank. The plaintiff's evidence was that it was the defendant who did not want to install a bigger tank in the car as that would change the registration of the car. The plaintiff's evidence was that the defendant therefore suggested that there could be a greater capacity provided within the current tank by way of bending the valve. The plaintiff said in evidence that he saw the defendant carry out the process of bending the multi-valve within the tank. The plaintiff gave evidence that six screws were used to refit the tank and he noticed that two of these were not standard.

[9] The plaintiff then said that his wife took the car to get it filled and parked the car in the garage on the evening when the explosion occurred. The plaintiff gave evocative evidence of waking at 1.30 or 2.00 am in the morning of 11 March 2012 to see the garage doors blown off. He said that there was a small fire which was put out and he called the Fire Brigade. The plaintiff said that the car had been serviced by other mechanics but that it was only the defendant who serviced the gas system given that he was a person licensed to do that work.

[10] The plaintiff gave evidence that when the Fire Service arrived they spoke to him and indicated that he should be thankful that his house was detached from the garage otherwise the incident would have been even more serious. The Fire Service then inspected the garage and the plaintiff stated in evidence that no petrol was found in the garage. The plaintiff then gave evidence that his Nissan car had been written off and that was why he claimed £8,000 representing the estimated value. The other amounts of damage claimed were unchallenged. The plaintiff indicated that he had received £7,524 from the insurance company in relation to the damage to the garage and £1,185.93 in relation to the contents and £2,400 for the Subaru car. These amounts would have to be repaid if the plaintiff were successful in his claim.

[11] Under cross-examination it was put to the plaintiff that he did not in fact observe the defendant undertaking the work to the gas tank to increase capacity. It was also put to the plaintiff that he was given the option of getting a bigger tank but there was a cost issue with that and so he declined. These matters were disputed by the plaintiff. However the core issue put to the plaintiff was that a couple of weeks before the incident he had the car looked at by another mechanic. It was put to the plaintiff that he had seen an engine management light come on and that he rang the

defendant and informed him but he took the car to someone else to fix. It was suggested to the plaintiff that if there had been an adjustment to the car which caused this incident that someone else had done it. The plaintiff rejected this suggestion.

[12] It was also put to the plaintiff that he was wrong in relation to the temperature on the day when his wife filled up the car and that in fact the temperature was more likely 9.5 degrees centigrade. It was put to the plaintiff that as there were no other issues with gas escaping or venting, this incident could not have happened in the way he stated. The plaintiff disputed this.

[13] The second witness called on behalf of the plaintiff was a Mr Alastair Hewitt who gave evidence in relation to the gas system that was installed in this car. Mr Hewitt indicated that he had 15 years' experience working in the area of LPG conversions and that the insurance company had engaged him to inspect the car after the explosion. Mr Hewitt also relied on an investigative report which I received without the need for formal proof from a Mr McKittrick, an automotive engineer and a practising vehicle damage assessor. I turn first to Mr McKittrick's report as it sets out important technical details, the substance of which were not at issue.

[14] Mr McKittrick's report attaches a user information sheet which is a technical memorandum giving guidance on the conditions necessary for safe work on vehicle LPG tanks. This sheet states that 'to meet duties under the Health and Safety at Work etc Act and supporting Regulations, anyone working on an LPG system or carrying out these activities should be competent to do so and receive appropriate training.' It goes on to say that LPG, like petrol, is defined as a 'dangerous substance.' The user guide refers to the need for those working in this area to take safety measures. The guide also refers to the hazards of LPG as it is stored as a liquid under pressure. It states that LPG can form a flammable or explosive material when mixed with air.

[15] The report of Mr McKittrick also sets out the testing he undertook and the fact that he engaged Automotive Gas Systems Ltd (AGS) to inspect the vehicle as they are registered with the trade association for the industry and qualified to work on and inspect the gas system in the vehicle. Mr McKittrick reported that the vehicle was tested on site and that the system was found to be leak free. He then states in his report that suspicion fell upon the LPG tank. He states that the vehicle was removed for further inspection and another company Pressure Test Services Ltd, purged and tested the tank. That testing recorded the weight of the tank pre-purge at 47kgs and the weight of the tank post purge at 28kgs. The weight of LPG was 19kgs equating to 37.183 litres. The tank was collected and transported to AGS who re filled and re weighed the tank. During filling it was noted that the stop function of the valve did not activate at all. There is usually a click. The tank stopped filling when the back pressure in the tank overcame the pressure from the pump. The gravity of the gas was 49.67 litres or 97.37% of the tank capacity.

[16] Mr McKittrick noted that when the multivalve was removed by loosening 6 hexagonal head retaining screws, one screw was non-standard with a nut attached. Mr McKittrick noted that the multi valve, instead of being straight, was bent upwards at an angle of 27 degrees, the effect of which was to bypass the 80% stop fill safety feature.

[17] The report then sets out a systems description. In particular it states that the multivalve is manufactured by Tomasetto Achille and is model AT02 in accordance with the latest EU Regulation 67R-01. The functions are set out in a number of categories as follows:

- principal safety functions: the multivalve has a pressure relief valve(safety valve)and a pressure relief valve (thermofuse) that in case of overpressure or fire allows the discharge of LPG from the tank, in order to avoid an explosion of the tank. The pressure relief valve is designed to vent if the pressure within the tank exceeds 27 bar.
- other safety functions: the multivalve is equipped with an excess flow valve that, in case of accident or breakage of the outlet pipes, stops the excess outgoing flow of LPG; the multivalve is also provided with a shut off solenoid valve that allows the LPG flow towards the engine only when the engine is running and LPG is selected by the driver.
- 80% filling stop: the regulation prescribes that the LPG filling shall stop when the 80% of the volume is reached; this is obtained through an 80% device controlled by a float that is moving inside the tank. The valve will stop filling the LPG tank at 40.8 litres.
- LPG level indication: the multivalve is provided with an internal magnetic device that gives an indication of LPG level inside the tank through an external mechanical pointer or an electronic sensor connected to LPG switch.
- service functions: the multivalve is provided with a manual service valve that allows it to stop the outgoing flow during maintenance of the system.

[18] Mr McKittrick concluded that the LPG system was filling well past its 80% stop limit at 97.37% and that was due to the float arm of the multivalve being bent to allow more fuel into the tank. Mr McKittrick said that in fact the arm was so bent that the 80% stop device would not operate even at 100%. He continues by stating that 'had the tank in the Subaru been only 80% full on the day of the incident the increase in pressure brought on by the increase in temperature would not have been sufficient to activate the safety venting valve and therefore the gas fuel system would have performed within the built in safety limits. Clearly faced with a significant rise in temperature and insufficient space in the tank to cope with the

increase in pressure, the system performed as designed and vented gas to prevent the rupture of the tank.'

[19] In his report, Mr Hewitt confirmed that his company AGS was involved in the examination of the tank at the time of the incident and that he undertook the work. He referred to the fact that Mr McKittrick was the motor assessor however he was engaged to inspect the car due to his expertise in fitting LPG fuel systems. Mr Hewitt confirmed that as a result of testing, the system was found to be leak free. Further investigation therefore took place of the LPG tank. The tank was removed and tested. In his report Mr Hewitt stated that 'during our tests the multivalve had been removed for inspection, when the tank was filled there was no indication that the stop valve activated to cut off supply before the filling pump went into bypass.' He states that the failure of the stop fill valve to activate would allow the tank pressure to rise to the same as the pump pressure which is normally between 12 and 14 bar depending on pressure relief valve setting at the pump. This would result in the tank filling to maximum pump pressure. Due to not having a functioning 80% stop level, the level of fill would vary between fill sites depending on temperature and pump pressure.

[20] Mr Hewitt augmented his report by giving detailed evidence about how the float valve had been modified to increase the capacity in the tank. He stated that there was no petrol found when the garage was checked. He said that he had come across the situation before when cylinders are filled on a cold day and subsequently placed in a heated environment such as a garage that there is an expansion. This can lead to a pressure increase in the tank and venting of gas if the 80% limit on capacity is overridden. Mr Hewitt said that he had experience of this type of incident occurring in such circumstances. In his report Mr Hewitt states that any tank venting he had seen had always occurred on over filled LPG tanks with damaged or modified filter valves. Mr Hewitt said that in his opinion the procedure of the bending of the valve should never have been undertaken. He said that the way to increase capacity was to fit a larger tank. Mr Hewitt stated that in his view the procedure had caused the incident.

[21] Mr Hewitt give evidence that as the LPG tank fills with liquid gas the float will rise on top of the liquid and due to the excessive bending modification to the float arm the float will hit the top of the tank chamber before the shut off valve can close to prevent over-filling therefore rendering the 80% stop fill valve inactive. Mr Hewitt went on to say with reference to illustrations, that considering the bend in the float, the Subaru tank would have filled beyond 80% capacity and that the tank stop fill valve will not have been activated as designed. On inspection and testing, Mr Hewitt said that the multi-valve had been removed for inspection and so when the tank was filled there was no indication that the stop valve activated to cut off supply before the filling pump went into bypass. The conclusion of this witness's evidence was that taking into account the relevant fire report, information from Martin McKittrick and the damage to the Subaru, he was of the view that an over pressure event with venting caused the incident. The vehicle had been fitted with

the appropriate tank but it is impossible for him to say if the vent box lid had been correctly fitted as it was already removed before he inspected it therefore this could have allowed vapour to enter the passenger cabin as well. Mr Hewitt said that venting may have occurred unnoticed on other occasions but on this day the circumstances combined to cause the explosion.

[22] The defendant Mr Domzala gave evidence and he said that he was in business as an installer of LPG tanks. He had been in business in Northern Ireland for ten years and previously for four years in Wales. He accepted that he installed the system in the plaintiff's car. He indicated that there was an initial problem after his installation which was in relation to an electrical sensor unrelated to the LPG tank. A short while later he said that the plaintiff approached him in relation to the capacity issue. The defendant said that a bigger tank was discussed. He said that it was the plaintiff who was happy to have the readjustment within the vehicle to bend the float. The defendant gave evidence that this was not uncommon as this was how many mechanics would undertake the work.

[23] The defendant gave evidence that a week before the incident the plaintiff had called him saying that the car was misfiring and that he had taken the car to another garage as an engine management light had come on. So, the defendant made the case that this incident was not his fault. In cross-examination it was put to the defendant that his procedure should not have taken place and in particular that the warranty for tanks such as this stated that tampering was dangerous and forbidden.

[24] On behalf of the defendant, expert evidence was also given by Mr Knak. He stated that he had a Bachelor's Degree in engineering, that he was chartered engineer and that he was a forensic investigator for nine years. This witness filed two reports. In the first report, Mr Knak stated that there was insufficient evidence to enable him to establish if the incident was the result of the ignition of an accumulation of petrol or LPG. In this first report, Mr Knak also raised the issue of an unidentified mechanic having caused the injury upon instructions from Mr Domzala. The report suggests further work but opines that 'if the witness evidence were correct, then it would be most likely that the incident was the result of an ignition of petrol.' Mr Knak in a second report is asked to comment on the plaintiff's replies. He states that the plaintiff's answers do not provide any additional information and he suggests further enquiries. The two documents from Mr Knak are therefore inconclusive and simply raise queries on the basis of instructions and the views of Mr Domzala.

[25] Mr Knak also gave evidence to the court. During the course of his evidence he stated that he had examined the tank at the salvage yard. His evidence was that the explosion was suggestive of over pressure within the car. He made a distinction between venting which would lead to the release of gas beneath the car and an explosion occurring because of the release of gas within the car. He also said that in his opinion, screws had been loosened and were no longer fitting properly around the tank.

[26] This witness did not accept the plaintiff's explanation for the cause of the explosion. In particular he did not accept the fact that the temperature had risen as significantly as the plaintiff made out when the car was within the garage. He also indicated that on his testing of the tank from empty there was 44.6 litres filled equating to 87.5% of a total potential volume of 51 litres. He referred to the professional and purging tests which showed 37.183 litres in the tank after the incident. He said that if the tank were filled to capacity that would leave a large amount of gas unaccounted for. This witness said that if such an amount of gas had escaped the damage would have been much more extensive. This witness did not accept the plaintiff's case in relation to how the pressure event occurred. However, under cross-examination the witness did accept that his figures were not entirely accurate as they were estimates and so they should be treated with caution.

[27] Counsel on behalf of each party made submissions to me as follows. Mr Barr on behalf of the plaintiff, with admirable clarity, summarised this case by saying that this case was about a tank which was interfered with by the defendant to increase capacity. The tank was filled by the plaintiff's wife. The car was then placed in a warm garage and the explosion occurred as a result of gas leaking into the garage from the rear of the car by venting. Mr Barr said that the only cause of this explosion was the interference with the tank which should not have taken place and which did take place as a result of the defendant's work.

[28] Mr Skelt, with efficiency and focus, made submissions on behalf of the defendant. He accepted that this case was in relation to liability. Mr Skelt suggested that I should differentiate between the expertise of the witnesses called on behalf of the plaintiff and the defendant. He argued that the plaintiff's expert Mr Hewitt had not signed an expert declaration. Mr Skelt accepted that I could take into account the report from Mr McKittrick however as I had not heard from him there may be an issue as to the weight to be attached to it. Mr Skelt relied on the evidence of Mr Knak in relation to the decrease in capacity within the tank post explosion. He said that with the potential loss of so much gas a much greater explosion would have occurred. As a result of this, Mr Skelt said that the tank cannot have been over filled. Mr Skelt said there was another issue about the bolts and that someone had left this tank in a condition which was not gas safe. Mr Skelt said that I should prefer the evidence of the defendant in relation to the issue of the bolts given that the plaintiff had indicated to Mr McKittrick that he was not present when those were fitted and he made a different case when giving evidence. In this sense Mr Skelt relied on Mr McKittrick's report. Mr Skelt said that the defendant took pride in his work and that the plaintiff's case was simply not correct.

Conclusion

[29] The plaintiff made the case that the bending of the valve by the defendant caused the venting of gas on the particular day in question because of a pressure rise as a result of expansion of liquid within an overfilled tank. The defendant asserted that someone else has made repairs to the tank and these were the cause of an escape

of gas within the car. I have to decide whether I accept the plaintiff's case on the balance of probabilities. I begin with an assessment of the witnesses.

[30] In my view, the plaintiff gave his evidence in a straightforward and credible manner. I accept his evidence in relation to how the tank was adjusted. It is reasonable that the plaintiff took advice from the defendant about increasing capacity in his tank and that he relied upon that advice. I appreciate that there was some difference in his evidence and Mr McKittrick's report as to his observation of the gas conversion however I do not consider that much turns on that. I accept the plaintiff's evidence that no other mechanic did work on the LPG tank.

[31] The defendant was not as impressive a witness as the plaintiff. The defendant is clearly an experienced mechanic however he was unwilling to accept that his bending of the valve may have been inappropriate. I did not find the defendant convincing in relation to his evidence that another mechanic must have been responsible for this incident. The defendant was also unwilling to contemplate the points raised by Mr Barr that bending of the valve was not a safe procedure and that it could invalidate a warranty.

[32] I then turn to the expert evidence. I have been assisted by the expert evidence in this case. I have taken into account the report of Mr McKittrick as it contains important background factual material. I have also considered the opinions of the two experts who gave evidence. In this case, expert evidence was required to deal with a technical issue. I consider that the experts were required to give factual evidence about the mechanics of LPG gas conversion tanks and they were also entitled to give their opinion. In the case of Kennedy v Cordia Services LLP [2016] UKSC 6, the Supreme Court gave some guidance on the use of experts in civil proceedings, which I apply. At paragraph 44 of that judgment, the court sets out four considerations which govern the admissibility of skilled evidence. Consideration should be given to the following:

- i. whether the proposed skilled evidence will assist the court in its task;
- ii. whether the witness has the necessary knowledge and expertise;
- iii. whether the witness is impartial in his or her presentation and assessment of the evidence; and
- iv. whether there is a reliable body of knowledge or experience to underpin the expert's evidence.

[33] In this case, there was no application to exclude the expert evidence. A criticism was raised by Mr Skelt at the conclusion of the case and after the expert evidence was given. I consider that this criticism of the plaintiff's expert was unfair. Neither the plaintiff nor the defendant's experts have an expert declaration in their reports. However, as I have said, I consider that expert evidence both of a factual nature and of an opinion nature was necessary in this case. I reject the suggestion that the plaintiff's expert did not have the requisite knowledge or expertise.

[34] In the event, I found the plaintiff's expert more persuasive than the defendant's expert. The plaintiff's expert examined the tank after the incident and he also has a specific expertise in the installation and mechanics of LPG tanks. The written report from this expert may have been sparse however I was impressed by the way in which this expert explained a complicated mechanical issue in evidence and I did not consider him to be anything other than professional and impartial. I also consider that he was knowledgeable in relation to a body of background material which underpinned his evidence. He was firmly of the view that this incident was caused by the bending of the valve which allowed a pressure event to occur resulting in venting. I found his evidence persuasive in relation to this. By contrast the defendant's expert posed various theoretical possibilities and raised many queries but he did not give a convincing alternative explanation as to how the incident occurred.

[35] I then turn to the objective evidence in relation to the explosion. It is clear that an explosion occurred and that significant damage occurred. The cause of the explosion was undisputed. This is found in the Fire Service's documentation which was unchallenged. The cause of the explosion is stated in that documentation as being due to 'an electrical spark in the garage igniting gas.' Having viewed the photographs and read the reports in this case, it is clear this was a significant explosion. It blew the doors off the garage. It damaged masonry, it damaged the contents of the garage and two vehicles within the garage were written off.

[36] There was clear and undisputed evidence that there was no other petrol in the garage. It follows that the fumes/gas coming from the car must have caused this incident. An LPG tank contains hazardous liquid under pressure. The escape of liquefied gas can cause a considerable hazard as occurred here. The only clear case made about escape of gas into the garage was the plaintiff's case that this was due to an over pressure event causing venting. My conclusion, on the balance of probabilities, is that the explosion has resulted from venting of gas from the rear of the car.

[37] I then have to consider why the venting occurred. Having considered all of the evidence I conclude that the most likely cause was the adjustment made to the valve by the defendant to increase capacity which resulted in over fill and expansion within the tank. This procedure caused the safety valve to be overridden. There was then expansion within the tank and a pressure increase caused by some increase in temperature. There was no definitive evidence given about the exact air temperatures on the day in question but there was undisputed evidence that the garage was warm and that the temperature was low in the morning when the plaintiff's wife filled the tank. As such I accept the plaintiff's case on the balance of probabilities.

[38] I should say that I do not rule out that there was also some gas within the car. However, I do not consider that this can have been the cause of the explosion.

There was no case made that gas within the car could have been ignited by a spark from an electrical appliance situated in the garage. In any event, I cannot see how such a theory accords with the damage that was caused in this case. The explosion caused significant damage external to the car including the garage doors being blown off. The nature of the damage points to the explosion having been caused by activity outside the car. It follows that I accept the plaintiff's case in relation to causation.

[39] I do not accept the defendant's case that faulty maintenance by another mechanic caused the explosion. There was no objective evidence in relation to this and I prefer the plaintiff's evidence on this issue. It follows that the unusual bolts found when the tank was examined must have been those used by the defendant. In any event, given my conclusions on causation, I cannot see that the issue of the bolts is material in relation to how this incident occurred. It seems to me that the defendant has placed emphasis upon this issue to deflect attention from his adjustment of the valve. I note the query raised by the defendant's expert in relation to the amount of gas that may have escaped however I do not consider this is definitive evidence given the variables at play.

[40] The fact of the matter is that defendant accepted that he bent the valve to increase capacity. This is the core piece of evidence in this case which was not challenged. It must be borne in mind that an LPG system involves hazardous material and that it should be handled with care. There is a safety filling stop in an LPG tank to allow for expansion and to prevent explosions. The defendant's actions clearly breached the safety regime. I accept the evidence called by the plaintiff's expert that the procedure undertaken by the defendant was inappropriate. It was the defendant's responsibility to undertake a safe procedure. I accept the evidence that this procedure led to a potential hazard occurring if the tank overfilled causing a pressure event. I accept that this hazard did come to pass on the day in question because of the particular circumstances. I accept that the tank did overfill although the figures are not exact. All of the expert evidence refers to the tank filling over the 80% safety limit. I accept that venting caused the explosion and accordingly, and as a result of the above I find that the plaintiff has established his case on the balance of probabilities.

[41] The plaintiff is entitled to recover damages as I am satisfied that liability is established. There was no real argument regarding the figures claimed by the plaintiff save that the defendant placed a lower value on the Nissan car. I prefer the defendant's evidence in relation to that head of claim. Otherwise I allow the plaintiff's claim in full. I take into account that the monies already paid to the plaintiff by way of insurance are subject to subrogation and so I will hear counsel as to the exact amount due to the plaintiff as a result of my findings and in relation to interest on the award and costs.