

STATE OF CONNECTICUT
OFFICE OF THE CLERK
SUPERIOR COURT

DOCKET NO. FBT-CV-23-5052945-S

SPIRO SPERO, LLC

v.

BRIDGEPORT BOATWORKS, LLC

2025 APR 17 A 11:28

JUDICIAL DISTRICT
OF BRIDGEPORT

SUPERIOR COURT

JUDICIAL DISTRICT OF
BRIDGEPORT

AT BRIDGEPORT

APRIL 17, 2025

MEMORANDUM OF DECISION AFTER COURT TRIAL

I. INTRODUCTION

The Plaintiff, Spiro Spero, L.L.C. ("Plaintiff"), asserts claims of breach of contract, conversion, and violations of the Connecticut Unfair Trade Practices Act. The Defendant, Bridgeport Boatworks, Inc., denies the plaintiff's claims and has asserted defenses and counterclaims against Plaintiff for breach of contract and tortious interference with Defendant's business operations as a result of Plaintiff's breach of contract.

Essentially, the parties agree that this case is primarily sounds in Breach of Contract and related claims filed by each party against the other arising out of a written contract for marine services and repairs contained in Boatworks Estimate # 3704 dated August 2, 2021. See Plaintiff Exhibit 1 (Also, Defendant's Exhibit "A" or the "Contract") The Contract is for work to be performed on the Plaintiff's sailing vessel "Golconda" bearing Official Number #943000 (the "Vessel").

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A. J. J. J.
1st Asst Clerk

The Defendant was hired by Plaintiff to replace the deck on the Vessel and provide other necessary services to improve the condition of the Vessel. Plaintiff signed the Defendant's estimate for the deck replacement project and made a deposit payment to commence repairs. See Plaintiff Exhibit 1. The Plaintiff made arrangements to haul the Vessel to the Defendant. The Defendant began the project for Plaintiff, moving the Vessel indoors then removing hardware and the existing decking, and hiring subcontractors to measure and make templates for the new teak deck fabrication. New teak decking material was ordered and fabricated by a third-party vendor, Teak Decking Systems ("TDS").

The dispute between the parties results from the work that was undertaken through the estimate outlined in Plaintiff Exhibit 1. The Defendant claims that it discovered that the Vessel's sub-deck surface was significantly deteriorated and required substantial additional repairs before the sub-deck would be suitable for the installation of the new decking. As a result, the Defendant informed Plaintiff of the extra work that would be required before the project could be completed. Some additional work, but not all, was agreed to by Plaintiff as the Plaintiff contested whether some of the additional work proposed in the second estimate, was already included and accounted for in the first estimate. Thus, a dispute arose over the scope and cost of the additional work required to repair the subdeck before it would be ready to accept the new teak decks. The result of this dispute is that the Plaintiff's deck was not replaced, and the Plaintiff claims breach of contract and related claims for that lack of performance.

The Defendant claims that the first estimate clearly contemplated the potential for additional work and costs being applied once the project began. The Plaintiff denies such an understanding and while the Plaintiff concedes that some additional work was anticipated, and agreed to by the Plaintiff, that the core deck replacement pricing was already established and

should not have increased as much as the second estimate quoted. As such, due to the lack of agreement on the second estimate of work and the lack of payment in full on the first estimate, the deck was never fully paid for, delivered, or installed and the other estimated work remains largely undone.

The Vessel remains at Defendant's property¹ and the Defendant claims storage fees. Plaintiff claims it is not obligated to pay for storage of the Vessel or its 40' container. Defendant claims it is suffering interference with its business while Plaintiff's Vessel and container occupy valuable storage space and interfere with its business operations. Additionally, Plaintiff's failure to pay has harmed Defendant's business relations with TDS as a result of Plaintiff's failure to make funds available for the remainder of the teak deck fabrication costs.

Trial was held before the Court (Clark, J.) on November 22, 2024. The parties submitted post-trial briefs and proposed findings of facts and proposed orders, consistent with the schedule outlined by the court.

The law is established that the plaintiff has the burden of proving that it is entitled to relief on its complaint by a fair preponderance of the evidence and the defendants have the burden of proving that they are entitled to relief on their counterclaim by this same standard. Similarly, each party respectively bears the burden of proof by this standard on the special defenses they have asserted.

II. FINDINGS OF FACT

The court finds that the credible testimony and full exhibits presented at trial lead to the following base conclusions of fact:

¹ Plaintiff seeks the return of the Vessel and alleges that the Defendant's continued possession of the Vessel is an improper conversion of the Plaintiff's property.

1. The Plaintiff owns Golconda, an eighty foot long “cruiser” sailboat.
2. Plaintiff is a single purpose entity, created by Ranjit Pandit, and performs no other business other than owning the Golconda.
3. Plaintiff has owned Golconda for over 18 years.
4. Mr. Pandit last sailed on the Vessel in 2008-2009, approximately 16 years ago. The Vessel’s mast, sails, and rigging were removed from the Vessel for service in approximately 2012 and have not been reinstalled since.
5. The Golconda was towed to the Defendant for the purpose of having certain repairs and upgrades performed by the Defendant.
6. After the Golconda arrived at the Defendant’s yard, inspections were performed by the Defendant and its contractors to prepare an estimate of anticipated restoration work desired.
7. Plaintiff Exhibit 1 is the initial estimate of the scope of work. See, Plaintiff Exhibit 1 - Invoice #3704. It was signed on August 2, 2021 by Ranjit Pandit on behalf of Plaintiff.
8. The work articulated in Plaintiff Exhibit 1 had two aspects to it:
 - a. Remove and replace teak decks. Specifically excluded, however, were repairs to the “sub” fiberglass deck prior to installation of the replacement decks - \$134,991.80;
 - b. Deck fabrication - \$165,068.80. See, Exhibit 1.
9. The General Provision Section 10 of the Plaintiff Exhibit 1 includes the following language:
 - a. Section “c. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof . . .”
 - b. Section “d. No change, modification, or amendment shall be made to this Agreement unless set forth in writing and signed by the parties hereto.”
10. On August 18, 2021, the plaintiff paid a \$200,000 deposit to the Defendant for the work agreed to in Plaintiff Exhibit 1 toward the total Estimate stated in Plaintiff Exhibit 1 of \$300,855.60.
11. Defendant hauled the Vessel and began the project for Plaintiff, moving the Vessel indoors then removing hardware and the existing decking, and hiring subcontractors to measure and make templates for the new teak deck fabrication. New teak decking material was ordered and fabricated by a third-party vendor, Teak Decking Systems (“TDS”). TDS manufactured the new teak decks, which remain with TDS pending final payment.
12. Items 1, 2², and 3 articulated in Plaintiff Exhibit 1 were completed or substantially completed by the Defendant.
13. Items 4 and 5 were not completed by the Defendant³.
14. The Defendant stripped off the old decking by November 2021.

² The new decking was manufactured by the third part TDS in FL. The Defendant paid TDS a 50% deposit equaling \$73,935 on August 23, 2021. See, Plaintiff Exhibit 14. The balance of the invoice has not been paid, and the decking appears to remain in the possession of TDS in FL.

³ A note is included in the Estimate immediately following the five items which reads as follows, “Note – This estimate does not include any repairs to the sub (Fiberglass) deck prior to the installation of the replacement decks.”

15. At that time with the decks stripped, some water moisture was noted. Some work was suggested as a result of the water moisture test and other repairs to the "garage" were identified. See, Exhibit H.
16. In addition, the Defendant presented the Plaintiff with an estimate for additional work related to the deck installation. See, Defendant Exhibit G. The additional work proposed to install the deck in Defendant Exhibit G was in addition to the already agreed upon work to install the deck in Plaintiff Exhibit 1.
17. Thereafter, a dispute arose over the scope and cost of the additional work required to repair the subdeck before it would be ready to accept the new teak decks. Without agreement and due to the protracted period of nonpayment and minimal communication by Plaintiff, work on the Vessel was stopped by Defendant.¹¹ The Defendant, at its own expense, winterized the Vessel's systems and moved it to alternative covered storage on its property. Eventually, Defendant, after shrink wrapping the Vessel at its own expense, was compelled to move the Vessel outdoors, while continuing in good faith to resolve the dispute with Plaintiff in order to complete the project.
18. Plaintiff refused to pay the additional fee to install the decks outlined in Defendant Exhibit G.
19. The dispute was not resolved, Defendant did not proceed with repairs to the subdeck without the additional authorization from Plaintiff and was therefore unable to complete installation of the new teak decks. The Defendant continued to store the Vessel on its property.
20. The Plaintiff maintains that the deck should be installed based on the first estimate that was agreed upon and which a deposit of \$200,000 was paid towards. The Plaintiff contends that the second estimate for the deck installation was essentially an attempt to double charge the Plaintiff for the same scope of work (i.e. delivery and installation of the deck) and the plaintiff further claims that it has suffered loss of use of the boat due to the repairs outlined in the first estimate not being completed timely.
21. The Defendant maintains that the first estimate, by its explicit terms, left open the potential for additional work. Upon pulling off the deck, the Defendant contends that water damage and other damage that was not seen prior to the removal of the deck resulted in additional work and related repairs to prepare the boat for the decking and to properly install the deck. The revised estimate is in addition to the first estimate and reflects the significant amount of work needed to repair the subdeck and to make this vessel seaworthy.
22. While there was agreement on the first estimate there was no agreement on the second estimate and no meeting of the minds with respect to the revised scope.
23. Due to the failure to pay the balance due on the first estimate and due to the failure to agree to or pay the second estimate, the Defendant ceased work on the Vessel. The deck has not been installed, the work included in Defendant Exhibit G has not been performed and the boat remains in the possession of the Defendant.
24. The Defendant seeks storage fees and lost business opportunities as a result of the Vessel remaining on the Defendant property. The Plaintiff disputes these

claims and seeks the return of his boat and/or the completion of the work outlined in the first estimate.

III. DISCUSSION

“It is well established that in cases tried before the courts, trial judges are the sole arbiter of the credibility of witnesses and it is they who determine the weight to be given specific testimony ... it is the quintessential function of the fact finder to reject or accept certain evidence ...” (Citations omitted; Internal quotation marks omitted.) *In re Antonio M.*, 56 Conn.App. 534, 540, 744 A.2d 915 (2000). The trier of fact must evaluate the credibility of both testimonial and documentary evidence. *Coombs v. Phillips*, 5 Conn.App. 626, 627, 501 A.2d 395 (1985) (per curiam). “The fact-finding function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of the circumstances, i.e., including its observations of the demeanor and conduct of the witnesses and parties.” (Internal quotation marks omitted.) *Cavoli v. DeSimone*, 88 Conn.App. 638, 646, 870 A.2d 1147, cert. denied, 274 Conn. 906 (2005).

From the evidence produced at trial, in reaching its conclusions, the court has fairly and impartially considered all the evidence presented, evaluated the credibility of witnesses, assessed the weight, if any, to be given to specific evidence, measured the probative force of conflicting evidence, applied relevant statutory criteria and relevant case law, and has drawn such inferences from the evidence or facts established by the evidence it deems reasonable and logical. The court has considered the arguments of counsel and has taken into account the post-trial briefs, proposed findings of fact, proposed orders, and all relevant pleadings filed in this case.

A. Breach of Contract Claim

"The elements of a breach of contract action are the formation of an agreement, performance by one party, breach of the agreement by the other party and damages." (Internal quotation marks omitted.) *American Express Centurion Bank v. Head*, 115 Conn. App. 10, 15-16, 971 A.2d 90 (2009). *Keller v. Beckenstein*, 117 Conn. App. 550, 558, 979 A.2d 1055, 1060, 2009 Conn. App. LEXIS 445, *11

"To be enforceable, an agreement "must be definite and certain as to its terms and requirements." (Internal quotation marks omitted.) *Dunham v. Dunham*, 204 Conn. 303, 313, 528 A.2d 1123 (1987). "Whether and on what terms a contractual commitment has been undertaken are ultimately questions of fact" for the trier of facts. *Rahmati v. Mehri*, 188 Conn. 583, 587, 452 A.2d 638 (1982). "A manifestation of mutual assent may be made even though neither offer nor acceptance can be identified and even though the moment of formation cannot be determined." 1 Restatement (Second), Contracts § 22(2) (1981); *Rahmati v. Mehri*, supra, 587 and n.4." *Presidential Capital Corp. v. Reale*, 231 Conn. 500, 506-507, 652 A.2d 489, 492-493, 1994 Conn. LEXIS 448, *10

To constitute an offer and acceptance sufficient to create an enforceable contract, each must be found to have been based on an identical understanding by the parties. See *Bridgeport Pipe Engineering Co. v. DeMatteo Constr. Co.*, 159 Conn. 242, 249, 268 A.2d 391, 394, 1970 Conn. LEXIS 466, *10

The intent of the parties is ascertained from the language used, interpreted in light of the situation of the parties and the circumstances surrounding them. See, *Lar-Rob Bus Corp. v. Fairfield*, 170 Conn. 397, 407, 365 A.2d 1086 (1976); *Ginsberg v. Mascia*, 149 Conn. 502, 506, 182 A.2d 4 (1962); *Buckley v. Buckley*, 144 Conn. 403, 409, 133 A.2d 604 (1957); *United*

Aircraft Corp. v. O'Connor, 141 Conn. 530, 538, 107 A.2d 398 (1954). *United Techs. Corp. v. Groppo*, 238 Conn. 761, 772-773, 680 A.2d 1297, 1303, 1996 Conn. LEXIS 315, *19-20, 41 Cont. Cas. Fed. (CCH) P76,968

In this case the plaintiff has presented Plaintiff Exhibit 1 that it asks the court to enforce as a contract. The Plaintiff focuses on the items articulated in the estimate and the failure of the Defendant to have performed all of those items, particularly the installation of a new deck onto the Vessel.

The Defendant also points to Plaintiff Exhibit 1 in its counterclaim for breach of contract and argues that a full reading of the estimate supports its position that additional work was anticipated and that the estimate outlines the terms and conditions related thereto. Also, the Defendant cites other specific language in Plaintiff Exhibit 1 which outlines the consequences of breach and/or termination which it asks the court to interpret in its favor. The Defendant claims it is the Plaintiff who has breached the contract by not paying the balance of the Plaintiff Exhibit 1 and by not approving the additional work which was discovered and disclosed to the Plaintiff.

The court finds that the parties are each correct to conclude agreement as to the first estimate. The plaintiff approved the estimate for a new deck on the Vessel and paid in excess of the required deposit which is further evidence of the agreement by the parties and the intention to move forward and confirm the first estimate as an agreement or contract between the parties.

Based on clear terms of the contract and the credible evidence that some additional work was approved and paid for by the plaintiff, it is clear that the Plaintiff understood that there may be some additional work associated with the project. The issue that is in dispute in this case is the value of certain elements of the additional work, particularly the work related to the sub-deck repair. The Plaintiff claims that it did not expect that such work would result in another

\$140,920 (See, Exhibit G) on top of the original estimate of \$300,855.60. When confronted with the second invoice/estimate, the Plaintiff failed to understand how the deck installation cost could increase so much. A review of the itemizations of the costs and services to be provided in Plaintiff 1 as contrasted with Defendant G supports the Plaintiff skepticism. Other exhibits of invoices and work presented creates additional confusion as to what one estimate or invoice includes vs. another. The lack of detail and differentiation of the work to be provided in the two estimates leaves the court at a loss as to what the difference in "labor" of this deck installation is that justifies \$140,000 in additional charges. The lack of such articulation or itemization leaves the Plaintiff, or any consumer, confronted with an estimate like the ones presented in this case to wonder, what am I getting for \$300,000 or \$440,000? Or what is the difference in a deck installation that cost \$127,280 in one estimate versus another that costs that same \$127,280 plus and additional \$115,500? Is nothing or no work from the initial \$127,280 included or credited? Is the work that much more complex or labor intensive? If so, how? Is all the additional work related to the sub-deck and fiberglass issues that were discovered once the original deck was removed? If so, why is that additional work itemized as opposed to the description of the labor contained in Defendant Exhibit G, which simply refers to the installation of the teak decking? Plaintiff asked these questions or similar ones and determined that the answers did not justify approving the second estimate.

Even assuming the second estimate was agreed to, the language contained in that estimate appears to allow for the potential of a third estimate or more. The Plaintiff appears to be at the mercy of the Defendant as these are all "estimates", versus defined and itemized costs for specific services or final contract terms. This circumstances that have arisen here are not within the scope of a nominal change orders or additional costs that have been developed due to a

major scope change requested by the Plaintiff. Rather, the estimated increases in costs are significant, virtually one-half of the original estimate. Estimates, of course, are not unusual in many industries and it is also not unusual for payments to be made to allow certain exploratory work to be performed in order to better define an estimate that may or may not ultimately result in a contract and defined scope or services. In this case the lack of clarity in the scope of the estimate descriptions is simply too vague and thus supports a failure of the parties to agree on the terms of the additional work.

A review of the evidence and the communication between the parties also demonstrates another issue with this case. The person who the Plaintiff and its representative dealt with initially left the employ of the Defendant during this project. As communication was then taken up by a different agent of the Defendant, time passed without closure or agreement on issues related to additional work. Neither party appeared to prioritize closure or resolution of the issues and each appears to have simply dug in on their respective positions leading to inaction for months and years. While each party now makes claims for various additional damages related to loss of use for the Plaintiff, or storage and lost opportunities for the Defendant, neither party produced credible evidence to support such claims or meet their respective burden of proof.

The failure of either party to mitigate alleged damages or seek a more cost-efficient resolution through the contract is yet another complicating factor to this case. Each party seemed content to demand that the other concede to what the other believed the original contract required. As such, neither party formally terminated the contract, rather they appear to have taken the position that their interpretation should be enforced. That is, the Plaintiff getting his

new deck for the original price and the Defendant putting on the deck only if the additional costs of the sub-deck repair, as quoted, were paid as a condition precedent.

In response to the Plaintiff's claims, the Defendant rightly notes that the Vessel ultimately was in a deeper state of disrepair than was first assumed by the Defendant based on its initial inspection. Once the deck was removed and a more detailed inspection could be made with the Vessel more open and exposed to view, the Defendant identified the extent of the damage that needed to be addressed which was more significant and more costly. Some additional work was logically to be anticipated by the Plaintiff due to the years that the boat had not been operated and been without sails and rigging. Specifically, repairs or work related to the sub fiberglass deck were noted as not being included in the first estimate. Thus, once decking was removed it is logical to assume that this note might come into play and some costs related to repairs to the subdeck may be required. The question for the court is whether all of the additional work included in the second estimate was contemplated under the original estimate to be added on top and required as payment?

The court finds that such additional work was not clearly defined or understood such that there was a meeting of the minds and that the original estimate cannot be enforced as an open-ended contract subject to unilateral additions by the Defendant. While the Defendant argues that the note related to sub-deck work not included in the original estimate, the problem is that the second estimate does not itemize sub-deck work. Rather, like the first estimate, it refers to "labor to install the purchased Teak Decking." See, Defendant Exhibit G.

Further, even assuming that the note in the first estimate contemplated some sub-deck work, such work is clearly in addition to the work noted in the first estimate and therefore falls under Section 10 of the first estimate and is a change that requires sign off by both parties. See,

Plaintiff Exhibit 1 at Section 10, subsection d. There is no evidence that such additional work or “change” or “modification” to the original estimate was signed off on by both parties. As such, there is no agreement to the additional work. The evidence does not support that Defendant Exhibit G was solely related to the sub-deck and the note exception in Plaintiff Exhibit 1. The court cannot speculate and will not ignore the clear language of Defendant Exhibit G which does not specify sub-deck work and only refers to “labor to install the purchased Teak Decking.” See, Defendant Exhibit G.

Absent agreement to the revised estimate in the form of a sign off by both parties, the court returns to the original estimate and the terms of that contract to determine what, if any, damages should be applied to either party.

The first estimate was for \$300,855.60 and \$200,000 was paid by the Plaintiff. The balance of the first estimate and any additional charges were due upon completion of the project. See, Plaintiff Exhibit 1. The Plaintiff claims breach as the deck was never fully paid for or installed. The evidence presented is clear that the deck was never installed. As such, no additional payment was owed under the terms of the first estimate. The defendant links the lack of agreement or payment on the second estimate as the source of the breach. Absent payment of a deposit toward that estimate the additional work was not approved or paid for and the project work stopped.

The Plaintiff wants, not only to keep the \$100,855.60 balance owed on the first estimate, but also to get its \$200,000 installment payment back and have the Vessel returned. However, the first estimate identifies certain terms under Section 8 Termination which the court finds to be applicable. The parties have failed to come to a meeting of the minds on the additional work for the Vessel. As the work on the Vessel cannot be completed absent an agreement on the terms

and cost of the additional work, which was anticipated in the first contract, the court finds that the contract cannot be performed and must be terminated. Consistent with the termination language of the contract the court has entered judgment and awarded damages accordingly. The relevant language in Section 8 reads as follows: "In the event the agreement is terminated for any reason prior to the completion of Services, then, in addition to the reimbursable expenses detailed herein, Owner shall pay to Bridgeport Boatworks the balance of the remaining fee as of the date of termination, representing payment for demobilization costs, opportunity costs and anticipated lost profit." See Plaintiff Exhibit 1.

The court finds that the terms of the first estimate entitle defendant to the balance of the contract or \$100,855.60, per the language quoted above. The defendant did perform some work under the first estimate, including but not limited to removing the deck, engaging the work necessary to measure and order the new deck, paying for ½ of the cost of the new deck, moving the boat into work locations, performing work on the boat, winterizing the boat when it was moved into the yard, and other related work.

Defendant claims Plaintiff's breach of contract caused Defendant to suffer damages for unpaid Vessel and Container storage in the amount of \$182,834.37 at the time of Trial with an additional \$25,000 having accrued since trial. The court finds that the defendant failed to meet its burden with respect to these alleged damages. Further, the language noted above, limits the damages to the unpaid portion of the contract, or in this case \$100,855.60.

Based on the evidence presented, the court further finds that the defendant did not pay the balance of the Teak Decking costs of \$73,935. The decking, per the testimony presented remains in the possession of TeakDecking Systems, Inc. in Florida. As this balance payment has not been paid, and neither party to this action has possession or control of the Teak Deck

that was ordered for this boat, the court will apply its equitable powers and offset the damages by the outstanding \$73,935 balance, See, Defendant Exhibit F. As a result, per the termination terms of the first estimate, the court awards the balance of \$100,855.60 minus the outstanding balance for the Teak Deck of \$73,935 for a total award of damages to the defendant in the amount of \$26,920.60.

With the contract termination found by the court and damages awarded per the terms of the first estimate/contract, the court further awards that the Defendant shall return the boat to the possession of the Plaintiff and that the Defendant shall make no claim on the Teak Decking, whether for the decking itself or for any refund of the deposit. Such Teak Decking, for which a deposit was paid, related to the Golconda vessel, shall be credited to the Plaintiff. It shall be up to the Plaintiff to pursue the collection of the Teak Deck, including any further balances or delivery charges which may be due and owing, or a refund or any other remedy. The Defendant shall have no further responsibility for the Teak Decking.

B. Plaintiff's Additional Claims and Defendants Additional Counterclaims

The court finds that the breach of contract claims as pursued in the Plaintiff's complaint, and the Defendant's counterclaim is fully dispositive of the issues in this case. The parties have failed to come to a meeting of the minds on the additional work for the Vessel. As the work on the Vessel cannot be completed absent an agreement on the terms and cost of the additional work, which was anticipated in the contract, the court finds that the contract cannot be performed and must be terminated. Consistent with the termination language of the contract the court has entered judgment and awarded damages accordingly. Consistent with this decision,

the balance of the claims and counterclaims presented are not relevant and further have not been proven.

As such, with respect to the Plaintiff's claims of conversion and CUTPA the court finds that the Plaintiff has failed to meet its burden of proof and awards judgment in favor of the Defendant. Likewise, as to the Defendant's counterclaims for tortious interference and other damages, the court finds that the Defendant has failed to meet its burden of proof and awards judgment in favor of the Plaintiff on each of these additional counterclaims.

IV. CONCLUSION

Therefore, as to the breach of contract claim of the plaintiff and the breach of contract claim by the defendant, the court finds that the contract as articulated in Plaintiff Exhibit 1 has been terminated due to the inability of the parties to agree on the additional costs of the sub-deck work to be performed prior to the new deck installation. Per the terms of the agreement, the defendant is owed the balance of the original agreement or \$100,855.60. The court further applies its equitable powers to reduce that award by the outstanding balance owed for the new decking in the amount of \$73,935. As a result, the balance of \$26,920.60 in contractual damages is owed to the Defendant.

Therefore, the court enters Judgment in favor of the Defendant and awards total damages in the amount of \$26,920.60 which shall be paid from the Plaintiff to the Defendant within thirty (30) days of this Judgment.

The court further orders that the Defendant shall make no claim on the Teak Decking, whether for the decking itself or for any refund of the deposit. Such Teak Decking, for which a deposit was paid, related to the Golconda vessel, shall be credited to the Plaintiff. It shall be up

to the Plaintiff to pursue the collection of the Teak Deck, including any further balances or delivery charges which may be due and owing, or a refund or any other remedy. The Defendant shall have no further responsibility for the Teak Decking.

The court further orders that the vessel Golconda shall be returned to the possession of the Plaintiff by the defendant within thirty (30) days of this Judgment. The Plaintiff shall accept possession of the vessel and take it off the premises of the Defendant within such thirty (30) days.

No further costs or fees are awarded to either party.

A handwritten signature in black ink, appearing to read 'William F. Clark', is written over a horizontal line.

William F. Clark
Superior Court Judge