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Case list no. **2020/AR/130**			

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Final judgement

Court of Appeal Antwerp

Judgement

Chamber B7M
Civil matters

Presented on
Not to be registered

COVER 01-00002218015-0001-0015-01-01-1

1. Mr Marvin MARTENFELD,
2. Ms Roberta MARTENFELD,
both residing at 5669 17th Sideroad, Schomberg, Ontario Logito (Canada),
who, for the purposes of these proceedings, elect their address for service at the office of their legal counsel,

- Plaintiffs in appeal,
- represented by Ms Katrien Beelen, a lawyer practising at Justus Lipsiusstraat 24, B-3000 Louvain;

appealing the ruling of the Chamber 3 B of the Limburg court of first instance, Tongeren section, of 25 October 2019, registered under case-list number AR 18/1766/A;

versus:

1. BVBA SORENSEN STABLES EU,
With its registered office at Rue Attines 1, B-4480 Engis,
recorded in the Belgian Central Companies Register Database
under the company number 0675.975.083,

2. Mr Knud Christian Toft SORENSEN,
officially residing at Prins Hessen Casselstraat 2, NL-6211 JZ Maastricht (the Netherlands),

- Defendants on appeal,
- Both represented by Mr Klaas Koentges, a lawyer practising at Noorderlaan 98, B-2030 Antwerp, and Mr Philippe Levy, a lawyer practising at Boulevard de la Sauvenière 136 A, B-4000 Liege;

3. Ms Melanie DE SCHAETZEN-VAN BRIENEN, civil register no. 81.05.05-458.61,
officially residing at Terhove 141, B-3840 Borgloon,

- Defendant on appeal,
- represented by Mr Vincent Gilot, acting for Mr Marijke Zimmermann, a lawyer practising at Paul Bellefroidlaan 12, B-3500 Hasselt;

* * *

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1. Report of the facts

The facts underlying the proceedings were clearly set out and explained in the ruling of 25 October 2019 that is challenged and the court therefore hereinafter refers thereto.

The dispute between the parties relates to the purchase of a horse. On 19 September 2017, Mr Marvin Martenfeld and Roberta Martenfeld (the Plaintiffs in Appeal, hereinafter referred to as "the Martenfelds") bought a horse named "Feliek-H" (nicknamed "Phil") from "Sorensen Stables", a dispute arising as to whether the horse concerned was sold by BVBA Sorensen Stables EU (the First Defendant on Appeal) or by Knud Christian Sorensen (the Second Defendant on Appeal) personally, who used "*Sorensen Stables*" as a trade name. The horse was purchased for the specific purpose of enabling the Martenfelds' daughter to take part in competitions.

Prior to the sale, the horse was inspected by a veterinary, Ms Melanie de Schaetzen van Brienen (Third Defendant on Appeal, hereinafter referred to as "Ms de Schaetzen"), who also undertook an examination of the heart and blood tests on the horse.

Shortly after the horse was delivered to Canada (where the Martenfeld family reside) it emerged that the horse was suffered from a condition known as "*shivering disease*" or the "*shivers*". As a result, the horse showed dangerous and unpredictable behaviour, problems with balance, would suddenly stop in front of obstacles or rear up. Further training proved not to be possible and resulted in no improvement in the problems.

On 25 October 2018, the Martenfelds summonsed Ms de Schaetzen, Mr Sorensen and the Sorensen Stables EU to appear before the court at first instance.

In the main proceedings, Mr Sorensen and Sorensen Stables EU applied to the court of first instance for the case to be transferred to the magistrates court of Gráce-Hollogne, or, in the alternative, to the Liege section of the Liege court of first instance. In the secondary proceedings, they asked for the Martenfelds to be ordered to provide a bond as foreigners of 12,000 euros and contended that there was no case to answer in respect of this claim, or, at the very least, that the claim was unfounded and that the Martenfelds should be ordered to pay the legal costs. In the secondary proceedings, they also entered a third-party claim for indemnification against Ms de Schaetzen and asked that she be ordered to indemnify them both as regards both the principal sum and as regards interest and costs. Finally, they entered a counterclaim for the Martenfelds to be ordered to pay a provisional amount of one euro.

2. Contested decision

In the ruling challenged, the court of first instance declared that it had jurisdiction ratione materiae and territorially to hear the case. The court of first instance ruled - pursuant to the judgement of the Constitutional Court of 11 October 2018 - that Article 851 of the Code of Judicial Procedure did not apply and consequently declared that both the main proceedings and the counterclaim by the parties were admissible but unfounded and that the third-party claim for indemnification was baseless, ordering the Martenfelds to pay the legal costs.

3. Claims in appeal

3.1. The Martenfelds filed an appeal against the ruling challenged and called for voidance of the purchase contract for the horse "Feliek-H" to the detriment of Mr Sorensen and Sorensen Stables EU pursuant to the Belgian Consumer Sales Act. Should the Belgian Consumer Sales Act not be applicable, they call for the contract to be rescinded on the ground of deception and misrepresentation. In addition, they ask that Mr Sorensen and Sorensen Stables EU to be ordered, jointly and severally, to pay 164,000 euros, in addition to a provisional amount of 20,000 euros (plus damages estimated at 54,632 euros for stabling costs, medical costs, transport, insurance and farrier costs until the horse was returned to the possession of Mr Sorensen and/or Sorensen Stables EU) plus interest.

They also ask, by way of interlocutory judgement, that Ms de Schaetzen be ordered, pursuant to Article 877 of the Code of Judicial Procedure, to hand over all the information she obtained as a result of her investigations and examination of the horse, including oral information, and to specify whether she inquired into the medical background of the horse and whether this was provided to her. In addition, they ask conditionally for Ms de Schaetzen to be ordered to pay compensation.

In the alternative, they ask, by way of interlocutory judgement, for an expert to be appointed to examine the horse and determine whether it is afflicted with a defect, the "*shivers*" inter alia, that would adversely affect the horse taking part in sporting events, reduce the commercial value of the horse or make the horse unsuitable for competitive sport and, this being the case, to issue an opinion on the damages arising therefrom.

Finally, they ask that Ms de Schaetzen, Mr Sorensen and Sorensen Stables EU to be ordered to pay the costs of both proceedings.

3.2 Ms de Schaetzen argues that the appeal is unfounded and that the ruling challenged should be upheld, with the Martenfelds, Mr Sorensen and Sorensen Stables EU being ordered to pay, jointly and severally, the costs of both proceedings.

3.3 Mr Sorensen and Sorensen Stables EU contend that the appeal by the Martenfelds is unfounded and (implicitly) bring a cross-appeal against the ruling contested. In the main proceedings, they argue that the case should be transferred to the magistrates court of Gráce-Hollogne, or, in the alternative, to the Liege section of the Liege court of first instance (ruling in first instance). Failing this, they contend that there is no case to answer in the main proceedings insofar as it relates to Mr Sorensen.

They further argue that Ms de Schaetzen should be ordered to indemnify them for all amounts they may be required to pay to the Martenfelds, in terms of principal, interest and costs.

Finally, they ask, by way of a cross-complaint, that the Martenfelds be ordered to pay a provisional amount of 1 euro and to return the horse "Feliek-H" at the expense of the latter within 8 days of being served notice of the judgement to be handed down or otherwise be liable for the payment of a penalty of 1,000 euros per day of delay.

4. Assessment of the court

4.1. Concerning the admissibility of the appeals

The parties declare that notification of the ruling contested was not served. The appeal brought in the application filed on 21 January 2020 was lodged with the registry of this court in due time and in due form. The appeal is also allowable.

The cross-appeal was also filed in due form, in due time and is allowable.

4.2. Concerning the merit of the appeals

4.2.1. Mr Sorensen and Sorensen Stables EU confirm that they waive a hearing of their arguments with regard to the jurisdiction of the court of first instance and that they no longer wish to pursue the transfer of the case to the magistrates court of Gráce-Hollogne or to the Liege section of the Liege court of first instance, consequently no further ruling is required in this regard.

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4.2.2. None of the parties contest the fact that Belgian law is applicable and this is moreover expressly specified in Article 8.a of the purchase contract of 19 September 2017.

Under this written purchase contract, the Martenfelds purchased the horse "Feliek-H" from Mr Sorensen in person for the purchase price of 164,000 euros.

There can be no disputing the fact that Mr Sorensen was the actual vendor of the horse concerned and not his private limited liability company Sorensen Stables EU BVBA. Although "*Sorensen Stables*" is stated as being the vendor in the preamble to the contract, it clearly relates solely to a trade name frequently used by Mr Sorensen, which is distinct from his private limited liability company Sorensen Stables EU BVBA. Furthermore, at the bottom of the contract it is expressly indicated that "Chris Sorensen" is the vendor and Mr Sorensen has also signed the contract in person in his own name and on his own behalf. The documents and other evidence submitted further clearly show that Mr Sorensen personally was the owner of the horse and there is nothing to suggest that the horse was (ever) the property of, or was actively contributed to, Sorensen Stable EU BVBA.

A vendor within the meaning of Article 1649bis(2)(2) of the Old Belgian Civil Code is any natural or legal person who sells consumer goods in the course of a profession or commercial business, the professional or commercial nature of the sales activity being central thereto (see, in this regard: B. TILLEMAN, *Beginselen van Belgisch privaatrecht., X, Overeenkomsten., dl. 2, Bijzondere overeenkomsten., A, Verkoop., dl. 2, Gevolgen van de koop.*, Mechelen, Kluwer, 2012, no. 711, p. 582; Supreme Court of Appeals, 21 January 2010, *RW* 2011-12, 784, note S. MARYSSE, "Het begrip verkoper in de consumentenkoop."). Mr Sorensen is therefore a vendor within the meaning of 1649bis(2)(2) of the Old Belgian Civil Code since he clearly sold the horse as part of his professional and commercial activities in the equine world and as a dealer in horses.

The Martenfelds are consumers in terms of this purchase and sale since the horse was purchased for purposes unrelated to a profession or commercial activity.

Nor can it be disputed that a horse is a tangible movable item, and therefore deemed to be a consumer good within the meaning of Article 1649bis(2)(2) of the Old Belgian Civil Code (see in this regard: R. STEENNOT, "Artikel 1649bis BW", *Comm.Bijz.Ov.*, no. 9, p. 10; R. STEENNOT, G. STRAETMANS, E. TERRYN, B. KEIRSBILCK and B. WYSEUR, "Consumentenbescherming (2008-2014) en marktpraktijken (2011- 2014).", *TPR* 2015/3-4, no. 510)

In accordance with Article 1649quater(1) of the Old Belgian Civil Code, the vendor must deliver to the purchaser an item that is in conformity with the contract. The vendor is liable to the consumer for any lack of conformity which existed at the time when the goods are delivered and which becomes apparent within two years of delivery. During the two-year warranty period, the rules on hidden defects do not apply to the relationship between the final seller and the consumer (Article 1649quater(5) of the Belgian Civil Code) so that it is therefore not necessary to examine the arguments put forward by the parties in relation thereto.

The Martenfelds must show that there was a breach of contact. For a consumer good to be in conformity with a contract, a number of cumulative conditions must be fulfilled: (1) the good must comply with the description given by the vendor and possess the qualities of the goods which the vendor has held out to the consumer as a sample or model; (2) the good must be fit for the purpose for which goods of the same type are normally used; (3) the good must show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect (see in this regard: R. STEENNOT, G. STRAETMANS, E. TERRYN, B. KEIRSBILCK en B. WYSEUR, "Consumentenbescherming (2008-2014) en marktpraktijken (2011-2014).", *TPR* 2015/3-4, no. 512). If any one of these criteria are not met, the contract is deemed to have been breached. Proof can be provided by any means permitted by law.

The documents and evidence submitted by the Martenfelds clearly show that the horse Feliek-H (nicknamed "Phil") is suffering from the "*shivers*" or "*shivering disease*". That the horse does indeed suffer from this disease is, moreover, not seriously disputed by Mr Sorensen. This is, furthermore, clear in the ruling of 5 November 2019 from what was said by veterinary Alan Manning (Manning Equine Veterinary Services) who expressly confirmed that the horse underwent an examination in February 2018 and that it was then established that it was suffering from the "*shivers*". The court has no reason to doubt the objectivity and credibility of this medical finding by a specialised veterinary in Canada, all the more so given that this finding is sufficiently confirmed in the other documents and evidence submitted, including the written statement by the farrier Xavier Coatrieux who confirmed having seen symptoms of the "*shivers*" in the horse. The problems with the horse are therefore in no way attributable to the alleged lack of experience as a rider of the Martenfelds' daughter and there is no ground for an expert to be appointed to examine the horse yet again.

Contrary to what is alleged by Mr Sorensen and Sorensen Stables EU BVBA, "*shivering disease*" is in fact a breach of contract within the meaning of Article 1649quater(1) of the Old Belgian Civil Code.

Based on the documents and evidence submitted, it is sufficiently clear that the "*shivers*" or "*shivering disease*" is a serious, degenerative neurological or neuromuscular illness for which medical science does not as yet have any effective treatment and which is therefore, at the present time, incurable. The fact that, following the purchase by the Martenfelds, the horse still took part a few times in competitions after September 2017 and has, since its return to the stables of Mr Sorensen and Sorensen Stables EU BVBA, also been entered into competitions in the Netherlands does not detract from this. Admittedly, the medical literature presented clearly shows that the progress of this disease is unpredictable and has been known to progress more slowly in some horses than in others, meaning that certain horses may continue to take part in competitions for several years, however, the condition of the horse will undeniably and unstoppably eventually aggravate and the spasms will increase in frequency and severity, it will lose strength in its hind legs and ultimately become useless for competitions (inter alia). Thus, it is apparent, from the medical literature, that the degenerative effects of the "*shivers*" will ultimately become so severe that death will be the consequence or will make euthanasia of the horse necessary.

The foregoing therefore shows the existence of a breach of contract given that the horse is affected by a degenerative, incurable disease that makes it impossible, or will make it impossible (whether or not in the short term), for it to function normally and to be used as a competition horse and will limit the horse's quality and length of life. The horse is not therefore fit for the purposes for which goods of the same type are normally used, nor does it show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect. In the light of the foregoing, the breach of contract is by no means minor.

There is nothing to suggest that when the horse was purchased, the Martenfelds were, or should have been, (made) aware of the fact that the horse was suffering from the "*shivers*". The sole, unilateral assertion by Mr Sorensen - after the Martenfelds complained about the fact that they had discovered that the horse had the "*shivers*" - that he had informed the purchasers thereof before the purchase, cannot constitute proof thereof and is, moreover, formally disputed by the Martenfelds.
Nor can it be deduced from the documents filed that the Martenfelds would (ever) have agreed to the lack of conformity of the horse. Nor, under the circumstances, can this be deduced from the fact that their daughter, after the purchase, still rode Feliek-H in a number of competitions given that it is clear that it was only after a period of time and after a number of competitions that the symptoms began to manifest themselves and aggravate.

The Martenfelds have, however, failed to show that the lack of conformity of the horse became apparent within six months of delivery. Based on the medical certificate, the veterinary Alan Manning reached this medical finding "in February 2018", consequently it is not clear whether it was before or after 19 February 2018 and therefore within six months of delivery. They have provided sufficient proof, on the basis of the documents submitted, that the "shivering" disease, which is a neurological condition, became apparent within two years of delivery and that the first indications of the defect were already present at the time of the purchase. The fact that the results of the brief medical examination by the veterinary de Schaetzen prior to the purchase did not detect the defect at that time does not detract from this and does not constitute proof to the contrary, particular since it would appear from the medical literature that diagnosis, particularly in the initial stages, is difficult to achieve and calls for the necessary observation.

Mr Sorensen and Sorensen Stables EU BVBA incorrectly refer to Article 4 of the purchase contract in which it is stated that the vendor provides no explicit or implicit guarantees or warranties as to the fitness of the horse for a given use or as regards the health or soundness of the horse and that the purchasers confirm and agree to purchase the horse in the state in which they find it. Any such exemption clause is, after all, contrary to Article VI.83(14) of the Belgian Code of Economic Law under which any clause that waives or restricts the statutory warranty for hidden defects, imposed under Articles 1641 to 1649 of the Old Belgian Civil Code, or the statutory requirement to deliver a good that complies with the contract, laid down in Articles 1649bis to 1649octies of the Old Belgian Civil Code, is unlawful.

Since the statutory conditions for a breach of contract set out above are met, Mr Sorensen, as the vendor, is liable. Since the breach of contract is far from minor and given that the "*shivers*" is incurable and that there is no known medical treatment, the defect cannot be remedied nor can a replacement of this specific horse be provided. In the circumstances, the rescinding of the contract with reimbursement of the purchase price is the appropriate remedy, in accordance with Article 1649quinques(3) of the Old Belgian Civil Code.

The rescinding of the contract to the detriment of Mr Sorensen is, in principle, retroactive in effect given that the parties must be restored to the same position as they were in before the contract was concluded.

In accordance with Article 1649quinquies(3), last sentence, of the Old Belgian Civil Code, any reimbursement to the consumer must take into account the use that latter has had of the good since its delivery. The horse was returned to Mr Sorensen as early as 11 April 2018 and the Martenfelds have not had any use of the horse since then. Since there is nothing to suggest, however, that the limited use of the horse in the short period from 19 September 2017 to 11 April 2018 resulted in any actual loss in value, the full purchase price of 164,000 euros must be reimbursed.

In addition to reimbursement of the purchase price, the Martenfelds also claim additional compensation for, inter alia, the costs of insurance, flights, transport, stabling costs and veterinary costs for a total amount of 20,000 euros on a provisional basis.

In accordance with Article 1649quinquies(1) of the Old Belgian Civil Code, consumers are entitled to compensation if they have sustained additional damage that is not remedied by rescission. From the documents and evidence submitted, it appears that the costs cited were not solely caused by the defect in the horse but were solely the consequence of the decisions taken by the Martenfelds, such as, inter alia, transport and flight costs to take part in competitions. Consequently, only a proportion of the insurance costs, veterinary costs and transport costs to Europe can be accepted as damages, this being reasonably estimated at 15,000 euros.

With regard to the claim against Sorensen Stables EU BVBA, this is unfounded.

4.2.3. Ms de Schaetzen examined the horse Feliek-H prior to the purchase on 15 September 2017 and took a blood sample and also conducted a cardiological examination.

There is nothing to suggest that she was instructed to do so by the Martenfelds. There was no contract between these parties. The invoice and e-mail correspondence submitted are sufficient evidence that Ms de Schaetzen was commissioned as a veterinary by Mr Sorensen and/or Sorensen Stables EU BVBA and she acted, based on her invoice, at the request of Mr Sorensen and/or Sorensen Stables EU BVBA, for his Dutch company Sorensen Stables EU BV. This invoice was also paid on the instructions of "Sorensen Stables". The fact that Mr Sorensen proposed to the Martenfelds that the examination be undertaken by Ms de Schaetzen and that they agreed to this is not proof of the existence of a contractual relationship between the Martenfelds and Ms de Schaetzen.

That Mr Sorensen and the Martenfelds agreed that the latter would reimburse the costs of the examination and that they would also receive a copy of the report does not detract from the foregoing.

In the absence of proof of an agreement or legal relationship between the Martenfelds, they can only support their claim on extra-contractual grounds. Based on the documents and evidence submitted, there is, however, no indication of any fault or lack of due care on the part of Ms de Schaetzen within the meaning of Article 1382 of the Belgian Civil Code.

The mere fact that that the horse was suffering from the "*shivers*" and that the (initial) signs were present at the time of the examination on 15 September 2017 is not proof of a fault or lack of due care on the part of Ms de Schaetzen. The Martenfelds have failed to show that Ms de Schaetzen should or could, as a normal, careful and far-sighted veterinary, have reached the finding that the horse was suffering from the "*shivers*" at the time of her examination. According to the medical report, the horse was after all pleasant and easy to work with during the examination and gave a good clinical impression of being a sports horse. Furthermore, specific inspection of the horse's hind legs showed nothing particular or negative at that time that could point to that disease. That of itself does not conflict with the later diagnosis made by veterinary Alan Maning in February 2018. From the documents and evidence submitted, it is clear that a "shivers" diagnosis is more difficult to achieve in the beginning stages and calls for longer observation given that the symptoms at the beginning are not continuously present and noticeable and only manifest themselves when the muscular degeneration increases in frequency and intensity.

Since there is nothing to suggest that Mr Sorensen and Ms de Schaetzen indicated that the horse was suffering from the "*shivers*" and no evidence of any fault or lack of due care on the part of Mrs de Schaetzen to be inferred from the mere fact that she invokes her professional secrecy as a veterinary as regards whether or not she asked Mr Sorensen about the medical history of the horse, the claim against her is unfounded.

On the basis of the documents and evidence submitted, the court is fully informed and, in the circumstances concerned, there is no reason, in accordance with Article 877 of the Belgian Code of Judicial Procedure, to order Ms de Schaetzen to provide any further information that she allegedly amassed as a result of the investigation she undertook.

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4.2.4. From the documents and evidence submitted, it appears that the horse was transported to "Sorensen Stables" in April 2018 by mutual agreement between the parties. There is nothing to suggest that there was any agreement between Mr Sorensen and/or Sorensen Stables EU BVBA and the Martenfelds that the latter would pay for the stabling costs therefor. The costs are merely the result of the breach of the contract for which Mr Sorensen is liable and the costs for stabling since the return of the horse cannot therefore be recovered from the Martenfelds.

Given the rescission of the purchase contract to the detriment of Mr Sorensen, the cross-complaint with regard to repossession of the horse is also unfounded.

Given that no fault or lack of due care on the part of Ms de Schaetzen is proven, the third-party claim for indemnification entered by Mr Sorensen against her is unfounded. Given that the main action by the Martenfelds against Sorensen Stables EU BVBA is unfounded, the third-party claim for indemnification entered against it is devoid of purpose.

The cross-appeal is unfounded and the principal appeal is partly founded.

5. Costs

The principal appeal is unfounded with respect to Ms de Schaetzen; consequently, the Martenfelds are ordered to pay the costs of the principal appeal arising from the legal-procedural relationship constituted between them when the application was made to the court. These parties do not contest the amount of the statutory contribution towards the injured party's procedural costs; consequently, the Martenfelds are ordered to pay an amount of 6,000 euros.

The principal appeal is founded in respect of Mr Sorensen and unfounded in respect of Sorensen Stables EU BVBA (both with the same legal counsel). The main action is founded in respect of Mr Sorensen and the cross-complaint entered by Mr Sorensen and Sorensen Stables EU BVBA is unfounded. As the losing parties, Mr Sorensen and Sorensen Stables EU BVBA are ordered to pay the costs of both proceedings in respect of the Martenfelds and also in respect of Ms de Schaetzen in the light of their respective legal-procedural relationships constituted when application was made to the court. The claim relates to a mixed claim that can be valued in cash in part only; consequently, the statutory contribution towards the injured party's procedural costs is, in principle, set at the highest level in this case in respect of that part of the claim that can be valued in cash. The statutory contribution towards the injured party's procedural costs is therefore set at 6,000 euros for both proceedings.

The translation cost incurred by the Martenfelds that amounted to 2,246.17 euros formed part of their defence costs and are not legal costs that must be repaid nor are they costs to be borne by Mr Sorensen and Sorensen Stables EU BVBA.

6. Judgement

The court's judgement is handed down in adversarial proceedings.

The proceedings took place in accordance with the law of 15 June 1935 on the use of languages in court proceedings.

The court:
Holds that the cross-appeal is admissible but unfounded;

Holds that the appeal is admissible and founded as set out below;

Reformulates the contested ruling.

Holds that the principal claim of Mr Marvin Martenfeld and Ms Roberta Martenfeld against BVBA Sorensen Stable EU and Ms Melanie de Schaetzen van Brienen is admissible but unfounded.

Holds that the cross-complaint by Mr Knud Christian Toft Sorensen and private limited company Sorensen Stables EU BVBA against Mr Marvin Martenfeld and Ms Roberta Martenfeld is admissible but unfounded.

Holds that the third-party claim for indemnification by Sorensen Stables EU BVBA against Ms Melanie de Schaetzen van Brienen is devoid of purpose.

Holds that the third-party claim for indemnification by Mr Knud Christian Toft Sorensen against Ms Melanie de Schaetzen van Brienen is admissible but unfounded.

Holds that the principal claim by Mr Marvin Martenfeld and Ms Roberta Martenfeld against Mr Knud Christian Toft Sorensen is admissible but unfounded as set out below.

Holds that the purchase contract concluded between Mr Knud Christian Toft Sorensen, of the first part, and Mr Marvin Martenfeld and Ms Roberta Martenfeld, of the second part, on 19 September 2017 relating to the horse "Feliek-H" (nicknamed "Phil") is void to the detriment of Mr Knud Christian Toft Sorensen.

Orders Mr Knud Christian Toft Sorensen to repay the purchase price of 164,000 euros and to pay 15,000 euros by way of compensation, interest being added to both amounts from the date on which the writ is served until the date on which payment is made in full.

Orders Mr Marvin Martenfeld and Ms Roberta Martenfeld to pay the costs of both proceedings incurred by Ms Melanie de Schaetzen van Brienen, those costs being estimated by her and set by the court at:

- statutory contribution towards the injured party's procedural costs for the court at first instance: 6,000 euros
- statutory contribution towards the injured party's procedural costs for the court of appeal: 6,000 euros

Orders Mr Knud Christian Toft Sorensen and private limited liability company Sorensen Stables EU BVBA to pay Mr Marvin Martenfeld and Ms Roberta Martenfeld the costs of both proceedings, estimated by Mr Marvin Martenfeld and Ms Roberta Martenfeld and set by the court at:

- writ of summons: 1,632.18 euros
- contribution to the budgetary fund for the second-line legal advice system 20 euros
- statutory contribution towards the injured party's procedural costs for the court at first instance: 6,000 euros
- statutory contribution towards the injured party's procedural costs for the court of appeal: 6,000 euros

Orders Mr Knud Christian Toft Sorensen and private limited liability company Sorensen Stables EU BVBA to pay the costs of both proceedings incurred by Ms Melanie de Schaetzen van Brienen, estimated by her and set by the court at:

- statutory contribution towards the injured party's procedural costs for the court at first instance: 6,000 euros
- statutory contribution towards the injured party's procedural costs for the court of appeal: 6,000 euros

Orders Mr Knud Christian Toft Sorensen and private limited liability company Sorensen Stables EU BVBA to pay a roll fee of 400 euros to the Belgian State, payable at first demand by the competent tax authority.

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This judgement has been handed down at a public hearing on **28 June 2021** by

V. PEETERS	Presiding Judge
P. THIRIAR	Member of the Court
C. PUTCUYPS	Member of the Court
R. VAN GOETHEM	Clerk of the Court

[Signature]	[Signature]
R. VAN GOETHEM	C. PUTCUYPS
[Signature]	[Signature]
P. THIRIAR	V. PEETERS

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For true and faithful translation from the Dutch language original into English,
Brussels, 30 August 2021
VTI2439649, Paul Janssens, certified translator-interpreter

Voor eensluidende vertaling ne varietur van het Nederlands naar het Engels
Gedaan te Brussel, op 30 augustus 2021
VTI2439649, Paul Janssens, beëdigd vertaler-tolk