

Case No: 6QZ15905

IN THE COUNTY COURT AT HORSHAM

The Law Courts
Hurst Road
Horsham
West Sussex
RH12 2EU

Monday, 7th August 2006

BEFORE:

DISTRICT JUDGE THOMPSON

BETWEEN:

JOHN PAUL SPENCER BLOOMFIELD
- and -
REGINALD MARTIN ROBERTS

Claimant

Defendant

Litigant in person
MR WILSON appeared on behalf of the Defendant

Approved Judgment

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DISTRICT JUDGE THOMPSON:

1. The claim today is by Mr Bloomfield for storage charges in respect of three rifles covering the period of five years. The total claim is in the order of £400 odd, and as I say, it relates to the storage of three rifles.
2. There is a defence in relation to that: and the defence is, effectively, that two rifles were placed with Mr Bloomfield for sale, but that there was no agreement in respect of storage charges, and that no storage charges should be paid, and that the rifles should be returned.
3. Let me first of all deal with the third Whittaker rifle, which was placed with Mr Bloomfield in the year 2000. Mr Bloomfield states that it was placed with him, because the rifle itself was obsolete; that Mr Roberts was not in a position to legally own the rifle; and that he has stored it on his behalf ever since.
4. Mr Roberts, in his defence, states that he actually sold -- part-exchanged, as it came out in evidence -- the Whittaker in the year 2000 to Mr Bloomfield, and that therefore, he is not the owner of that rifle, and that he should not in any event have to pay storage charges in respect of it.
5. So, the first issue I have to decide is whether the rifle was placed with Mr Bloomfield for sale; whether it was placed with him for storage; or whether in fact it was sold to him -- and I use the word 'sold' in the sense that part-exchange includes that. Well what evidence is there? There is no evidence from the claimant as to the ownership of that rifle. The evidence that I have is a letter from Mr Roberts to the Firearms and Explosives Department in the Sussex Police dated 20th June 2000, and he confirms that he has sold the rifle to Mr Bloomfield, and purchased a new RPA Quadlock target rifle giving details of the transaction, together with a photocopy of his firearms certificate. That letter is genuine. It has on it a receipt from Sussex Police Firearms Branch. I accept that that is evidence that that rifle was in fact part-exchanged, and the ownership of that rifle passed to Mr Bloomfield in the year 2000. The only evidence to the contrary is the counterclaim, and I accept that that evidence requesting a return of the three rifles was in fact a clerical error only, and I have given leave to the defendant to amend. So that is the first rifle.
6. The next question is the two other rifles, which were deposited with Mr Bloomfield in the year 2002. Those rifles were in fact his father-in-law's rifle. His father-in-law had died and they were being passed to Mr Bloomfield. It is clear that they were being passed to Mr Bloomfield for sale. What Mr Bloomfield has to say is that an agreement was reached in 2002, that in the event of him not selling those rifles he would charge storage for them.
7. Mr Bloomfield is the claimant here. He has to prove his case on the balance of probabilities, so the onus of proof is on Mr Bloomfield that there was an agreement between him and Mr Roberts in respect of storage charges. He

says that the agreement was a verbal one. Mr Roberts says there was no such agreement, and that all that in fact was agreed, was that those rifles would be sold by Mr Bloomfield.

8. What of course happened since 2002, was that the parties fell out, and I have read a lot of the email correspondence. I have seen why they fell out. It is of no import to me at all as to who is in the right, and who is in the wrong with regard to Canadian accounts or not. I am simply not interested, and I am not here to deal with that. What I am here to deal with, is whether or not there was an agreement between the parties, and as I have stated, I have to be satisfied on the balance of probabilities that what Mr Bloomfield has to say is correct.
9. There is no evidence before me that there was an agreement between the parties that in the event of those rifles not being sold, Mr Roberts would have to pay storage charges, and indeed, it is very significant that throughout that period of time, Mr Bloomfield did not send Mr Roberts an invoice on an annual basis, which is what you would expect. Indeed, he did not appear to say to Mr Roberts, "What about storage charges on the rifles?" What Mr Roberts has to say is that he occasionally mentioned them, and he was effectively fobbed off. I prefer his evidence on that.
10. I do not accept that at any stage Mr Bloomfield said to Mr Roberts, "You have got to pay me storage." And it is significant that the question of storage was only raised when Mr Roberts wrote to Mr Bloomfield in September 2005 requesting the return of the rifles. After that request was made, an invoice was sent, and an invoice was sent in respect of all three rifles. And as I say, it is significant as far as I am concerned, that an invoice was only forthcoming when Mr Roberts requested the return of the rifles.
11. I therefore find that the rifles were placed with Mr Bloomfield -- the two rifles -- in 2002 on a sale or return basis. No agreement was reached between the parties as to payment of storage. There was therefore no contract between the parties to pay storage, and it follows therefore, that Mr Bloomfield's claim fails.
12. As far as Mr Roberts claim for the return of the rifles is concerned -- and that is in respect of the two rifles -- that succeeds. He is entitled to a Return of Goods Order in respect of those rifles. He is the owner of the rifles. That has never been in dispute. I accept that it is not possible for them to be delivered direct to him because of the firearms licence problem, but the suggestion is that they should be sent to John Powell in Reigate.

MR WILSON: He is expecting them.

DISTRICT JUDGE THOMPSON: Right, well Mr Bloomfield, that is the order that I am going to make; that your claim is dismissed, and that I am going to make a return of goods order, and I am in favour of the defendant requiring the goods to be delivered to Mr Powell.

Now clearly that is going to cost some money, I take it.

MR ROBERTS: I understand, Madam that it costs around about £25 to £30 to send the two rifles through TNT.

DISTRICT JUDGE THOMPSON: And you have given a cheque to Mr Bloomfield.

MR ROBERTS: Well that was an offer. He refused the offer, I had cancelled it.

DISTRICT JUDGE THOMPSON: You have cancelled?

MR ROBERTS: Yes.

DISTRICT JUDGE THOMPSON: Mr Wilson, in my view, whilst Mr Bloomfield is holding those rifles, he clearly has to return them to your client. If I am requiring him to send them to John Powell, it follows that your client should be paying the costs of doing so.

MR WILSON: I am sure there is no difficulty with that.

DISTRICT JUDGE THOMPSON: All right.
