

1982/19.

25th November, 1982

SPECTRA GLAZE

-v-

MARTIN

27

DEPUTY BAILIFF: The plaintiff in this action, Spectra Glaze Limited, is a company registered in Jersey which carries out shopfitting and glazing work. The defendant is an antique dealer who for some years has been connected with a company known as Windsor Jewels (U.K.) Limited, an English company, and which itself operates under an umbrella of a general title called Windsor Jewels, which, we were told by Mr. Martin, is an international company registered in Bermuda. In addition to the U.K. company there is a Jersey company which is not relevant to the present argument. In 1980 there were some conversations between the managing director of Spectra Glaze Limited and Mr. Martin concerning certain work in the United Kingdom. Prior to those conversations the plaintiff company had carried out certain work in Jersey at the request of Mr. Martin, but had been paid in part by the Jersey company which I have mentioned. It is somehow suggested that that payment of an account incurred by Mr. Martin put the plaintiff company on notice that Mr. Martin didn't own or wasn't in charge of Windsor Jewels. As far as the Court can see that is not an argument which follows from the previous facts I have stated, it is not a conclusion that can reasonably be drawn. What we have to ask ourselves is what was the contract between the plaintiff company and Mr. Martin in the sense as to whether it was between the plaintiff company and Mr. Martin in person or between the plaintiff company and an unincorporated body called Windsor Jewels, for whom Mr. Martin was acting, or between the plaintiff company and the English company for whom Mr. Martin was acting as agent, but disclosing them as the principals. The position is quite clear: Mr. Martin was very frank in the witness box, commendably so. He made it clear to us that when the contract for the English work was carried out he could not say quite frankly, fairly, that he had indeed disclosed in that conversation to Mr. Sloan that the contract would be on behalf of and for the benefit of the English company. The verbal arrangements were confirmed in a letter written by Mr. Martin or at any rate written by his shop manager in Jersey, but accepted by him in the course of his evidence. It is a letter dated the 27th October, 1980. It is written on a letterhead which is headed "Windsor Jewels" and has three addresses at the bottom, the one in Jersey and two in London. Nowhere is there a reservation in that letter to suggest that Mr. Martin was acting not on behalf of himself or Windsor Jewels which is an unincorporated body, just a name, but on behalf of an English company. Furthermore,

the letterhead itself does not help in that respect and indeed Mr. Martin, again with commendable honesty, admitted that at that time he only had a form of letterhead which was produced to us. There was, therefore, nothing in the letter, either in the layout of the design nor in the body of the letter itself, which suggested that Mr. Martin was contracting not on behalf of himself or an unincorporated body, Windsor Jewels, but on behalf of a corporate body in the United Kingdom. We are satisfied, therefore, that he did not make it clear to Mr. Sloan on behalf of the plaintiff company that he was the agent and, therefore, because he did not disclose the name or the existence of the principal he must in law be liable. We accept that that may seem a little unfair inasmuch as we are satisfied that if he was in fact the agent of the English company and the English company has gone into liquidation, but nevertheless our judgment must follow the law and on the facts that we have heard there can be little doubt that we must find for the plaintiff and we accordingly do so. There has not been an unequivocal election by the plaintiff to look to the principal alone. It is quite true that at one stage when told by letter from Mr. Martin that the debt was not due by him, but by the English company, application was made to the English company, but at no time has there been, I repeat, an unequivocal election by the plaintiff contracting party to look to the principal alone, quite the contrary it has retained its right or reserved its rights to sue Mr. Martin, it has done so and there will accordingly be judgment for the plaintiff with costs.