Battle of the Bentley

162 NLJ 510

13 April 2012

The New Law Journal > 2012 Volume 162 > Issue 7508, April > Articles

New Law Journal

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James Wilson uncovers another car controversy

Having recently written about the litigation over the famous vintage racing car "Old Number One" (NLJ, 24 February, p 302), it was a pleasant surprise to see another mechanical survivor from the blood and thunder days of the Bentley Boys in the courts last month. Once again, the question of originality arose in the context of a classic Bentley whose purchaser alleged it was not the car they had thought it to be.

Mercedes buys Bentley

The case was brought by the ironically named Mercedes Brewer against the well-known vintage Bentley dealer Stanley Mann, his company and a finance company. Brewer, with the finance company's help, paid £425,000 for a 1930 "Speed Six" model sold by Mann.

After a year's happy motoring Brewer suddenly stopped paying the hire instalments. She contacted an auction house, which said that the car was unworthy of the description "Speed Six", because that applied to a particular type of engine which had only been added to her car during a later restoration. Meanwhile, the finance company had repossessed the car and sold it back to Mann for the same price as Brewer had paid. Mann then restored it further and sold it on for some £675,000.

At that point, one might have assumed, there would be no dispute—Brewer had disposed of the car, the finance company had got its money back and Mann had made a profit. Yet the first two were still unhappy: Brewer felt she had been misled, while the finance company had incurred costs of about £61,000 in recovering and storing the car before Mann bought it back. Brewer was first out of the blocks issuing proceedings.

Speed Six statement

Her action was founded in collateral warranty: she asserted that there had been an oral warranty that the Bentley was a genuine 1930 Speed Six containing an authentic engine. Mann admitted describing the car as a Speed Six, but argued that that had been a statement of opinion, rather than a contractual warranty. He further argued that he had made no warranty about the engine other than that it had been "prepared to Speed Six specification", and that any contract had been with his company, not himself.

The claim against the finance company was founded on the hire purchase contract, which Brewer contended had been breached by the car failing to comply with description. The company denied liability and counterclaimed for the £61,000 mentioned above.

Somewhat surprisingly the judge, Anthony Thornton QC, found for Brewer on all points argued—and some that had not been. Most unsurprisingly, the defendants appealed.

The Court of Appeal dismantled the judgment piece by piece. It severely criticised the judge for attempting to rewrite his judgment after it had been handed down, and for unjustly questioning Mann's honesty—something that had not even been in issue in the case. It felled the case against the finance company (and upheld its counterclaim) with a single blow—the company had not misdescribed anything.

Uncomfortable reading

No doubt it all made most uncomfortable reading for the judge, but of more general interest was whether the car had merited the description of "Speed Six" irrespective of what Mann had actually said. The issue was not quite the same as with the *Old Number One* litigation (which the Court of Appeal thought had in fact over-influenced the judge), because the earlier case had turned on whether the vehicle was a known individual car. Here, the dispute concerned whether the car happened to be one example of the 177 Speed Sixes produced, which Brewer argued depended on an original engine.

Mann on the other hand argued that all that was necessary to be an original Speed Six was for the car to have some part of the original chassis with the original chassis number stamped on it. That was also the view of the Bentley Drivers Club and (unsurprisingly) Mann's expert witness. Anything beyond that, he argued, was a matter of opinion.

It should be noted that almost all surviving cars from the era would have undergone significant modification and restoration, particularly racing cars, which might be altered race to race. Moreover, in those days it was common for cars to have their bodywork built by a specialist coachbuilder, entirely separate from the chassis and engine (indeed, Brewer's was one such example). Interestingly, it was the maker of the latter two components that was considered to be the manufacturer.

Worthy of its name?

The Court of Appeal sensibly held that an authentic and continuous documentary history was not the same thing as an item's description. A vintage Bentley that had been rebuilt out of a piece of the chassis with the number stamped on it would still be worthy of its name. Thereafter, the market value would reflect how much was original and what sort of provenance the vehicle had, but that was a different issue from whether it would merit the description at all.

Unhappily, much of the litigation in Brewer's case did not make comparable sense. The fact it was brought at all was nonsensical given the costs involved. Worse, the matter will still have to go back to the High Court for a retrial on certain remaining issues unless the parties settle. I doubt they need reminding that the money expended thus far could probably have bought several other Bentleys instead.

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