

Wilson v Lombank [1963]

Evidence

The applicant bought a vehicle from Lombank. The defendant's representative had no right to sell the car. The applicant took the car to the garage for repair. In this garage, Mr. Wilson had a credit line that was used in the past. Another representative of the defendant, who thought it was the company's vehicle, has taken the car by accident. Later on, Lombark recognized its mistake and gave back the car to Mr. Wilson. The applicant made a claim, asking for reimbursement for infringement by Lombark of his property rights to the car.

Problematics

Did the credit line in the garage have any effect on the applicant's possession of the car?
Did the claimant have the right for reimbursement for infringement?

Resolution

When the previous deals between the garage and the applicant were taken into consideration, the implied term was found but with no bonds. The applicant had possession over the vehicle, had never lost it, and was always liable for immediate possession. Since the applicant had the right to get access to the car whenever he wanted, he possessed it whenever he wanted. The garage had also denied any liability when the defendant had taken the car. This was a demonstration of the fact that the credit line had no effect on possession rights.

The applicant got the right for reimbursement for infringement by Lombark when the car was mistakenly taken. The total amount of reimbursement composed the sum of repair and the price of the car. The faulty possession of the car by Lombark was equal to the infringement of Mr. Wilson's possession rights.

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