

Excerpt from 'The Daily Telegraph', Saturday May 8. [1909]

King's Bench Division.

Before Mr. Justice GRANTHAM and a Special Jury.

Price of a Pearl Necklace.

Profits on Costly Gems.

Different opinions relating to the value of a pearl necklace formed a feature of a case in which Mr. Robert James Gibson, jeweller, sought to recover £1,000 from Mr. Melville S. Bagley, of Regent Square.

Mr. Montagu Lush, K.C., and Mr. Cecil Fitch (instructed by Mr. J.H. Matthews) appeared for plaintiff, and Mr. T. Torrell, K.C., and Mr. Theobald Mathew (instructed by Mr. J. Theodore Goddard) defended. Mr. F.E. Smith K.C., and Mr. Schwabe held a watching brief for Messrs. Mappin and Webb.

Plaintiff's claim was for the amount of a cheque. Defendant put up a counterclaim, alleging that the item was obtained by misrepresentation, and he claimed damages for alleged breach of warranty.

In stating plaintiff's case Mr. Lush said the cheque in question was one of two which Mr. Bagley gave to plaintiff as the price of a pearl necklace. Mr. Gibson was for some years a director of the firm of Mappin and Webb (Limited), and was in that position until last year. He was acquainted with a lady whose name, he believed, on the stage was Miss Maggie May. She had been married once, and was engaged to be married, at the time this matter commenced, to Mr. Bagley, who was apparently a gentleman of considerable means. Miss May introduced Mr. Bagley to plaintiff, and Mr. Bagley came to the latter with a view to buying an engagement ring, which he purchased and paid for. In February of last year, when the time for marriage was approaching, defendant wanted to give a wedding present to Miss May, and he asked Mr. Gibson to take some necklaces to the lady's address in Wigmore-street for her to make a selection. He took a fair number, the prices of which ranged from £500 to £3,000. Mr. Bagley had told plaintiff that he did not want to go above about £1,500. Plaintiff recommended a necklace, the price of which was £1250. He pointed out that it was not new, but he said it was the best value. The lady did not like it as much as one or two of the others. She liked one the price of which was £1,750. Ultimately she selected that one, and a few days later defendant gave two cheques to Mr. Gibson, making up that sum, one being for £1,000, in respect of which this action was brought, and the other for £750. Mr. Bagley said he was going abroad, and would return again in two or three months, and he did not want the cheque for £1,000 presented until June 15, and with reference to the one for £750, that probably would be paid on the same date, but in any case not later than September.

To his great astonishment, plaintiff received a letter, dated June 16, from a solicitor acting for Mr. Bagley, stating that the necklace had had to be valued for the purpose of insurance, and the valuer refused to place a higher value upon it than £700, and in these circumstances his client had stopped payment of the two cheques. Mr. Bagley was not prepared to pay the sum of £1,750, and the most he would pay was £750. If that offer was not acceptable, he would return the necklace. Counsel added that when plaintiff presented the cheque for £1,000 for payment he found that it had been stopped, but that for £750 was cashed. With reference to the necklace, Mr. Gibson paid over £1,000 as a wholesale price for it.

Plaintiff said he was a jeweller, and resided at the Waldorf Hotel. Before purchasing the necklace defendant bought a diamond ring for Miss May, and paid him £425 for it. With reference to the sale

of the necklace, he gave Mr. Bagley credit, and he had no security. Witness paid £1,031 4s. for it, including the snap £5 10s, and the case 14s.

Mr. Lush: Is the profit of a West-end jeweller sometimes higher than that? – ‘I have known several cases where it has been much higher.’

Mr. Terrell cross-examined plaintiff as to whether Messrs. Mappin and Web had made any claim against him, and asked, ‘You being their servant, employed by them, sold goods yourself to customers of theirs, which ought to have been theirs, and put the profits into your pocket.’

Plaintiff: ‘I believe that is the statement of claim.’

Are some of the goods alleged the ring which you sold to this young man and the pearl necklace? – ‘No.’

Further cross-examined, he said he got the ring from a firm on sale or return, and paid £261 for it.

Was the pearl necklace ever a part of the goods in the possession of Mappin and Webb on sale or return? – ‘No.’

Did you know that Mr. Bagley had come into a good deal of money? – ‘No.’

Did you get extremely friendly with him? – ‘No.’

Had you not promised to be the best man at the wedding? – ‘He asked me to be.’

Did you agree? – ‘I did.’

Further cross-examined, plaintiff said he did not say to the defendant, when the necklace was bought, that he would get full value for money. Mr. Bagley subsequently married the lady.

Were you the best man? – ‘No. After he stopped the cheques on June 15 I don’t think I should be best man in July.’

I suggest that the wholesale value of the necklace is about £550? – ‘I say it is not.’

And that the proper retail price is £750 or thereabouts? – ‘I say no.’

Mr. Albert L. Beyfus, valuer of gems, gave £960 as the value of the necklace, wholesale. He was not acquainted with the retail price.

Mr. Karl Gugenheim, of Pollen-street, stated that he sold the necklace to the plaintiff for £1,031 4s including the snap and case.

Mr. Lush: - Was that a fair sum to charge wholesale? – ‘Certainly. I paid £925 cash for it, and I have the receipt.’

Defendant, giving evidence said he first met plaintiff in January or February last year at his wife’s flat, and she introduced him to witness when he was purchasing the necklace he said to plaintiff that he trusted him as a friend to give him fair value for his money and he replied that he would. He was married in July last year.

Mr. Terrell: And I believe there are now divorce proceedings pending between you and Mrs. Bagley? – ‘Quite so.’

Witness added that he went to South America, and while he was away the necklace was valued.

Cross-examined by Mr. Lush, defendant said he was 28 years of age.

Are you in any occupation? – ‘No, not at present.’

Do you mean you are going to have one? ‘Very probably in the future.’ (Laughter.)

At the time the necklace was bought defendant said he lived in an hotel in Jermyn-street, and when he was not in town he lived at Hawley. He had lived in this country, “on and off” for four years.

Where were you when you were “off” ? – ‘In the Argentine.’

Defendant explained that he had interests there, and when he purchased the necklace he had over £3,000 to touch here if he had wanted it.

Counsel: Is your wife present? – ‘No, not that I am aware of.’

Is your wife claiming this necklace as hers? – ‘I believe so.’

Mr. Terrell: What were you worth in 1908 when the necklace was purchased? – ‘About £2,000 a year.’

Several specialists in gems were called to show that the necklace was not so valuable as had been stated.

Mr. Alfred George Chalke, of Mount-street, valued it at about £540 as a fair wholesale price, and £720 for insurance purpose or for selling.

Mr Sydney B. Harman, of New Bond-street, gave £750 as the retail value of the necklace. He said he could get a sackful of such goods if they were wanted. He added, ‘They are nice pearls, but every-day goods – bread-and-butter goods’. (Laughter.)

His Lordship: Would you call them of higher quality bread-and-jam? (Laughter.)

Witness explained that he meant to convey the idea that the pearls were not extraordinary.

The jury found that plaintiff was entitled to a further sum of £550.

It was agreed that counsel should discuss how this affected the counter-claim, and that judgement should be recorded on Monday.

[Details of a subsequent claim in court by Mrs. Bagley that the necklace belonged to her and not to her husband can be found in paperspast.natlib.govt.nz › ... › [2 Paengawhāwhā 1910](#) › [Page 2](#) ; details of the divorce in trove.nla.gov.au/ndp/del/article/5338732]