Neutral Citation Number: [2024] EWHC 281 (KB)

KB-2024-000353

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
COURT 37
FORDHAM J (IN PUBLIC)

Royal Courts of Justice
Strand, London, WC2A 2LL

Monday, 12 February 2024

Before:
FORDHAM J

- -

Between:

(1) COUNTESS WALKER **(2) SHANNON WALKER**	**Claimants**
- and -	
JACOB MOUNT trading as TAKE TO REMOVALS	**Defendant**

- -

- -

Shannon Walker in person

- -

Hearing date: 12.2.24

Judgment as delivered in open court at the hearing

- -

Approved Judgment

I direct that no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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FORDHAM J

Note: This judgment was produced and approved by the Judge, after using voice-recognition software during an ex tempore judgment.

FORDHAM J:

1. This is a 'without notice' application. I am making an Order for an injunction, ordering that the Defendant shall not: (i) sell certain Property or contract to sell it; or (ii) authorise or allow any other party to sell or contract to sell it, or (iii) dispose of the Property, dissipate it, damage it or cause or permit it to be damaged. My Order also makes clear that nothing in the injunction prevents the Defendant from arranging for the Property to be supplied, undamaged, to the Claimants. There are in the Order penal notices and directions for service, allowing service by email; and directions for a claim form to be issued, and for a return date hearing next week.

2. I am not making any findings of fact. Courts dealing with interim orders and, in particular, dealing with cases on a 'without notice' basis are of course always conscious that they have not heard all sides of the story. The Defendant will be able to defend these proceedings, and give his side of the story, if he wishes to do so.

3. I have had to consider whether to defer any question of any interim order until the Defendant has had an opportunity to be heard. This is a case in which a letter before claim was written on 16 January 2024. I have seen email exchanges and texts. There are references, on both sides, to involving the court, producing documents for a court and resolving this matter in court. I have therefore had to consider carefully whether right course would not simply be to require notice to the Defendant and a hearing on notice before considering the making of any order. I am fully satisfied that it is necessary, in the interests of justice. that I make a 'holding order' today, to protect and preserve the position. I am satisfied that the 'without notice' procedure has properly been used in this case. The Defendant will be fully protected by the return date provision.

4. Two features of the case are, in my judgment, particularly important for today. The first is that there are several written communications from Take To Removals – signed from "the accounts team" or sometimes "S Mount" – and those communications contain clear statements threatening to sell the Property, or to abandon, destroy or dispose of it. The second feature is that this is not a case which involves a dispute as to whose property this is. The Property was collected by Take To Removals and the individual who calls himself Jacob Mount and his associates. It was collected from the house (in Thornton Heath) of the First Claimant and her husband. On the face of the documents, the property belongs to the Walker family, and some of it belongs to the Second Claimant, who is one of the daughters and he has appeared in person before me today.

5. The Claimants' story, in outline, comes to this. A house move was due to take place in December 2023 from that house in Thornton Heath to a house in Newark. A "removal itinerary" document, with accompanying "terms and conditions", was generated. There were references to the agreed price, and to a 25% initial deposit. The balance of the agreed price was to be paid prior to removal of the goods. The document refers to an overall amount of £4,250. The Property was collected from the Thornton Heath house, on 18 December 2023 through to 20 December 2023. There are texts referring to the need for the balance to be paid. The overall amount of £4,000 is documented as paid. The Claimants say that there was a discount of £250 at the time of paying the original (£1,000) deposit. Documents refer to the arrival day, for unloading the property in Newark, as being 21 December 2023. The Claimants say that, as soon as the property was in the hands of the Defendant and Take To Removals, they received a further invoice and demand for a further £14,274, the payment of which was required as a

precondition of the Property being delivered. I have seen documents including an invoice, dated 21 December 2023, claiming that further sum. What has ensued has been a dispute between the parties. There is also evidence before the Court as to the locations to which property has been taken, and there are screenshots of 'air tag locations' in two different places. There is evidence that some of the property was subsequently delivered, and there are claims that it was damaged when that took place. The evidence also describes involvement by the police, and contact being made with two storage facilities. The nature of the claim is that this was a case of ransom and hidden costs. There are before the Court communications from the Defendant, setting out the basis on which it is said that the £14,274 became properly owing, as did a further storage fee demand of £2,185.

6. I am satisfied that there is a strongly arguable claim, on the evidence, and that the balance of convenience and justice strongly supports the Court taking a step today to secure the Property and protect against it being sold, dissipated (which would include moving it around so that it could no longer subsequently be found) or damaged. I am not, at this stage, making any Order requiring the property to be delivered up; but my Order makes clear that it does not prevent that course. What I have done today is simply to protect the position so that the property is secured while these proceedings continue. The appropriateness of any other further Order – in favour of any party – will be a matter for another day in Court, absence an agreed resolution between the parties.

7. Finally I record that the Claimants have given the usual undertaking in damages and an undertaking to serve the papers. The undertakings on behalf of the First Claimant – who has not appeared before me today – was given by her daughter the Second Claimant who has appeared today; and they were clearly recorded in the draft order which was "the injunction" which the First Claimant was describing in her witness statement evidence.

8. I will include, at the end of the Order, a 'liberty to apply' so that any party can apply to the Court, on notice to the other parties, to vary or discharge any provision of the Order which I have made.

12.2.24