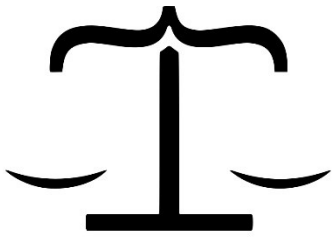

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CASE	FACTS	PRINCIPLE
AB Corporation v CD Company (**"*The Sine Nomine*"**)** **[2001]**	A ship owner committed an "*efficient breach*", of a charter to enable itself to charter the vessel out to a third party more profitably. The charterer claimed damages for the breach of the charter and for the additional profits made by the owner as a result of the breach.	The charterers were only entitled to damages in respect of the losses they incurred and not to a share of the profits earned by the owner as result of the breach. It was not the role of the courts to make moral judgments.
Ace Paper v Fry **[2015]**	The interpretation of ambiguous provisions in a contract relating to debt repayment was considered in the context of "*business common sense*".	Where genuinely ambiguous provisions exist, business common sense should be used as a method of interpretation. **COMPARE with *Arnold v Britton***
Adams v Lindsell* **[1818]**	Acceptance of an offer to buy wool was posted by the offeree (the party to whom the offer had been made) but was delayed in reaching the offeror (the party who had made the offer). In the interim, the offeror had assumed the buyer was not interested and had sold the goods to someone else.	Established the "*postal rule*": acceptance by post occurs at the moment of *posting*, not at the moment of receipt. **COMPARE with *Byrne v Van Tienhoven*, *Henthorn v Fraser*, *Holwell Securities v Hughes, Household Fire v Grant*, *Getreide-Import Gesellschaft v Contimar*** and ***Re London and Northern Bank ex parte Jones***
Adderley v Dixon* **[1824]**	The claimant sought specific performance of an agreement to transfer debts.	Established the test for specific performance: damages must be inadequate for specific performance to be granted.
Addis v Gramophone Company **[1909]**	An employee was wrongfully dismissed by his employer.	Although the employee could claim for breach of (employment) contract, he could not claim damages for injured feelings or reputational harm under contract law. **COMPARE with *Jarvis v Swan Tours*** and ***Hayes v Dodd***
Ahuja Investments ltd v Victorygame **[2021]**	The claimant brought an action alleging fraudulent misrepresentation. There was a claim for contractual interest which was set at 12% in the event of default.	The Court of Appeal accepted that the representations were false but found that the claimant had not relied on them, and that even had there been any reliance no loss would have been incurred. The default interest rate was held to be an unenforceable penalty.
Ailsa Craig v Malvern Shipping **[1983]**	Due to negligence and a breach of contract by the defendant's security company, a ship belonging to the claimant sank. The contract contained a clause limiting, but not excluding, liability.	Where liability is limited but not excluded, the clause should generally be given its ordinary meaning (i.e. it is to be construed less harshly than an exemption clause). **COMPARE with *Arnold v Britton***

CASE	FACTS	PRINCIPLE
Alan (WJ) & Co v El Nasr Export and Import Co **[1972]**	A contract for the supply of coffee beans expressed payment to be due in Kenyan Shillings. A letter of credit was opened in Sterling and payments were accepted in Sterling.	The claimants were estopped from claiming that payment should be made in Kenyan shillings. Reliance for the purpose of promissory estoppel does not need to be detrimental. **COMPARE with *The Post Chaser***
Albacruz v Owners of the Albazero* **("*The Albazero*")** **[1976]**	The claimant chartered a ship, which was owned by the defendant. Carriage of oil was covered by a bill of lading naming the claimant as consignee and the goods as deliverable to their order. In the course of the voyage the ship and her cargo became a total loss due to breaches of the charter. Prior to the loss, the claimant had endorsed the bill of lading to a third party, although it arrived the day after the loss. The claimants brought an action to recover losses.	Ownership of the cargo had passed to the endorsee third party. Although the claimant had privity with the defendant, the claimant could not recover substantial damages without ownership of the cargo. Where two parties contract with each other in the knowledge that they will transfer the goods subject to the contract to a third party, the contract will be deemed to be for that third party's benefit. **COMPARE with *McAlpine v Panatown*** and ***St Martin's v McAlpine***
Alderslade v Hendon Laundry **[1945]**	The defendant lost linen sent to be cleaned by the plaintiff; the defendant sought to rely on a limitation of liability clause.	The only way in which the goods could have been lost was by negligence and the clause was effective to limit liability.
Alec Lobb v Total Oil **[1985]**	Lobb had a finance deal with Total where he was locked into purchasing oil from Total for 21 years. He tried to claim the agreement had been made under duress.	A freely negotiated hard bargain will not amount to duress.
Allcard v Skinner **[1887]**	Miss Allcard joined a religious order and passed on property to a member of the order. After leaving the order, she attempted to claim back her money, saying she had been unduly influenced.	The court did not provide a fixed definition of undue influence; allowing it to remain flexible for the future. The court held that there had been undue influence, but the claim failed under the doctrine of laches (i.e. delay).
Alpenstow v Regalian Properties PLC **[1985]**	Contracts were professionally drafted and included the words "*subject to contract*" pending the finalisation of some terms and details.	The court found there was an intention by the parties to be legally bound. This was demonstrated by the professional drafting.
Amalgamated Investment v John Walker* **[1977]**	The claimants bought a warehouse for redevelopment having checked with the defendants that it was not listed. It became a listed building two days after the contract was executed.	The court held that the claimants had accepted the risk of future listing; there was no frustration, and no mistake. Mistake must occur at the time of contracting.

CASE	FACTS	PRINCIPLE
American Cyanamid v Ethicon* **[1975]**	The claimants alleged the defendants were infringing their intellectual property rights. They sought an interim prohibitory injunction to prevent any further infringement.	Set out the requirements for an interim prohibitory injunction: (i) a serious question to be tried; (ii) consideration of the balance of convenience; and (iii) maintenance of the *status quo ante*.
AMP Advisory & Management Partners v Force India Formula One **[2019]**	The claimant alleged that he was entitled to receive payment for services for brokering a deal.	A *quantum meruit* payment was ordered. The relevant considerations were: **1)** Had the defendant been enriched? **2)** Was the enrichment at the claimant's expense? **3)** Was the enrichment unjust? Were any defences available to the defendant?
Anchor 2010 v Midas Construction **[2019]**	The dispute related to the final accounts following the design and construction of a retirement community.	In deciding whether the parties had intention to create legal relations the court will examine whether all essential terms had been agreed. Performance by a contractor on a contract requiring detailed documentation was persuasive in favour of a binding contract.
Anglia TV v Reed* **[1971]**	At the last moment, Reed cancelled a contract to appear in a play on Anglia TV. Anglia were unable to find a replacement and had spent money preparing the show which did not go ahead.	**1)** A claimant can choose damages either on the basis of the contract having been performed or in respect of reliance interest. **2)** The claimant can claim for pre-contractual expenses of an abortive transaction.
Anton Piller v Manufacturing Processes* **[1976]**	The claimants sought an order for search against the defendants on the grounds that they had been divulging confidential information about the claimant's products to competitors. This is a draconian order and granted only in limited circumstances.	Established the test for a search order: (i) an extremely strong prima facie case; (ii) serious actual or potential damage to the claimant; and (iii) evidence that the defendant has the items and may destroy or hide them.
Appleby v Myers **[1867]**	A contract for the installation of machinery in a warehouse had almost been completed when the warehouse burned down due to an accidental fire. The contract was to be paid upon completion. The warehouse no longer existed; the contract was frustrated.	All future obligations are discharged, so no payment could be recovered, even though performance was almost complete.
Argyll v Argyll **[1964]**	The Duchess of Argyll sought to prevent her ex-husband from publishing her diary.	The claimant must "*come to equity with clean hands*", i.e. they must have properly carried out their own obligations.

CASE	FACTS	PRINCIPLE
Arnold v Britton* **[2015]**	A dispute over service charge payable under a contract for leased holiday chalets in a leisure park. It was unclear whether the annual percentage increase was cumulative.	It is usually appropriate to use the natural meaning of words in a contract, even where it makes the results onerous / expensive for a party. **COMPARE with *Ace Paper v Fry*** and ***Ailsa Craig v Malvern***
Associated Japanese Bank v Credit du Nord **[1988]**	The claimant bank bought some machinery and leased it to B. The defendant bank guaranteed B's obligations. B had perpetrated a fraud on both banks. The machinery did not exist. B went bankrupt and the claimant looked to the defendant guarantor to fulfil B's obligations.	The guarantee was subject to a condition precedent that the machinery existed; since the machines did not exist the claim failed. Per curiam: "*A contract will be void ab initio for common mistake if a mistake by both parties renders the subject matter of the contract essentially and radically different from that which the parties believed*."
Atlas Express v Kafco* **[1989]**	An agreement to deliver cartons at £1.10 per carton was made on the estimate of 400-600 cartons being delivered. When the first load was for just 200, the defendant refused to deliver any more unless a minimum price of £440 a load was set. (While this is often cited as a duress case the court also noted that there was no consideration for the change in contract terms.)	**1)** Example of where the wronged party had no "*realistic practical alternative*". Here, the wronged party was reliant on the contract and was not in a position to find anyone else to do the deliveries in time. **2)** Example of illegitimate pressure – threatening to breach a contract is illegitimate in the eyes of the court. **3)** Accepting the changed contract under duress will not be affirmation if you protest at the time and sue immediately afterwards.
Attorney General for Hong Kong v Reid **[1993]**	Reid was the Director of Public Prosecutions in Hong Kong and took bribes which influenced how (and whether) he pursued prosecutions of some criminals.	The defendant can be made to account for any profits made from bribes.
Attorney General v Blake **[2000]**	George Blake published his memoirs, *No Other Choice*, despite having undertaken not to divulge information about his time in the intelligence services. The Crown attempted to recover his royalties.	Blake had been a double agent and had spied against the UK. This was an exceptional case where the public interest demanded he should not profit. Established the test for the (rarely-awarded) restitution interest.
Attorney General v Guardian **[1988]**	An injunction was granted (but later lifted) to prevent the publication of a spy's memoirs.	The court set out circumstances in which injunctions will be granted to protect confidences. An order to account for profits is possible.

CASE	FACTS	PRINCIPLE
A (a juvenile) v R **[1978]**	A boy spat on a policeman's jacket; the spittle could be wiped off easily.	If no expense and very little effort is needed to clean something, it is unlikely that criminal damage occurred.
Abbot v R* **[1977]**	The defendant took part in a murder after threats to him and his family.	Duress is not available as a defence to murder.
AG v Able **[1984]**	A society published a booklet promoting voluntary euthanasia. The AG had to consider the effect of supplying the booklet to individuals who may be considering or intending to commit suicide.	An example of aiding an offence can include giving information which helps the principal to commit a crime. Here there was an offence of aiding, abetting, counselling or procuring suicide under **s. 2(1) Suicide Act 1961**.
AG for Jersey v Holley **[2005]**	Following an argument, a man hacked his ex-partner to death with an axe. This was a Privy Council case, but 9 members of the H of L's sat; it was intended that this should create a precedent.	The hypothetical reasonable man will have a normal degree of tolerance and self-restraint. Individual personality traits (such as a bad temper) are irrelevant for the purpose of **s. 54(1)(c) Coroners and Justice Act 2009**.
AG for Northern Ireland Ref (No. 1 of 1975)* **[1975]**	A reference about whether the force used by a soldier in Northern Ireland, who had shot and killed an unarmed man who was fleeing, was unreasonable based on the circumstances in which he found himself.	The circumstances are as the defendant understands them to be in the heat of the moment. The court will appreciate that decisions are instinctive in certain situations. The test was whether no reasonable man could have reacted as the defendant did.
AG's Ref (No. 1 of 1975)* **[1975]**	The defendant spiked the drink of another, knowing that he was going to drive. The other was later convicted of drink-driving. The defendant could be convicted under **s.36 CJA**.	**1)** "*Aid, abet, counsel or procure*" are given their ordinary English meanings. **2)** Example of "procurement" – meaning to "produce by endeavour" here.
AG's Ref (Nos. 1 and 2 of 1979)* **[1979]**	Reference to determine whether conditional intent can be sufficient for an attempt. Both defendants were found trespassing in a house without any intention to steal a <u>specific</u> item.	Conditional intent (an intention to steal "anything lying around" for example) is sufficient for the MR of burglary.
AG's Ref (No. 4 of 1980) **[1981]**	A defendant gave a variety of statements about the death of his fiancée. He claimed that she had fallen downstairs, that he had pulled her back up the stairs by a rope around her neck and that he had cut up her body in the bath. Her body was not found so there was no clear cause of death. The trial judge directed an acquittal on charges of murder or manslaughter on those grounds.	The jury should have been given the opportunity to convict for manslaughter. The death could have been caused by the fall, strangulation by the rope or from having her throat cut in the bath. It was not necessary to be certain which of the acts caused the death as they were all either unlawful and dangerous or acts of criminal gross negligence.

CASE	FACTS	PRINCIPLE
AG's Ref (No. 6 of 1980)* **[1981]**	Two boys agreed to settle an argument with a fight.	Consent is not a defence to assault or battery occasioning ABH or a more serious offence. **COMPARE with *Brown***
AG's Ref (No. 1 of 1983) **[1985]**	A policewoman received too much money in her salary and decided to keep it.	Where someone receives money by mistake and realises, there is a legal obligation to return the money, taking no action can amount to theft.
AG's Ref (No. 2 of 1992)* **[1993]**	The defendant crashed a lorry on the motorway and two people died. He pleaded automatism based on driving for a protracted period on straight roads.	Automatism negates the MR. It requires complete lack of control. He was acquitted but the reference held that automatism was not available in these circumstances.
AG's Ref (No. 3 of 1992) **[1994]**	The defendant was convicted of attempted aggravated arson. He had thrown a petrol bomb which exploded on a wall near some people. The wall was not damaged and there was no clear intention to endanger life.	For attempted aggravated arson, it is only necessary to prove an intent to achieve what is missing for the full offence; the defendant can be reckless as to whether life is endangered.
AG's Ref (No. 3 of 1994) **[1998]**	The defendant stabbed his pregnant girlfriend in the abdomen, knowing that she was expecting a child. She soon gave birth to a premature baby who died after 121 days, not from the knife wound but from complications resulting from the premature birth.	This was not murder; the foetus was not living independently at the time of the attack. It could be manslaughter; the stabbing was an unlawful act which was dangerous to the mother and which led to the death of the child.
AG's Ref (No 2 of 1999) **[2000]**	Seven passengers were killed when a high-speed train collided with a freight train. The train company was indicted on seven counts of gross negligence manslaughter.	Conviction did not require the proof or any particular state of mine on behalf of the accused.
AG's Ref (No. 3 of 2003) **[2004]**	Police officers were acquitted of manslaughter by gross negligence and misconduct in public office, having failed to act to prevent the death of a prisoner. The AG was asked to rule on whether "Cunningham recklessness" was relevant to the alleged offences.	The House of Lords in ***G*** had "resolved" the proper approach to the concept of recklessness. The test set out in ***G*** is of general application – it does not just apply to the MR (*mens rea*) for criminal damage. **APPLIED *R v G***
Andrews v DPP* **[1937]**	A reckless driver hit and killed a pedestrian. He was guilty of manslaughter.	A very high degree of negligence is required to establish manslaughter by gross negligence.

CASE	FACTS	PRINCIPLE
Assange v Swedish Prosecution Authority **[2011]**	The complainant only agreed to sex on the condition Assange wore a condom. Without her knowing, he removed the condom. The court needed to determine whether this would constitute an offence under the **SOA 2003** to determine whether to grant the Swedish government's extradition request.	Consent under **SOA 2003** requires consent to the actual act perpetrated by the complainant. The Supreme Court ruled that Assange's conduct did constitute a crime; accordingly conditional consent to sexual intercourse became valid in English law.
B and S v Leathley **[1979]**	The defendant stole from a very large industrial container that had been in position, resting on sleepers for about two years. The issue was whether this was a building	The permanence of the freezer and its size meant it was considered a building for the purposes of the offence. **COMPARE with *Norfolk Constabulary v Seekings and Gould***
Barton & Booth v R * **[2020]**	The defendant Barton ran a care home and over many years targeted and manipulated elderly residents into giving him control of their finances and leaving money to him. He was assisted by Booth. Barton appealed his conviction for fraud and money laundering.	This Court of Appeal case determined the test for dishonesty in criminal cases. It confirmed that the test in ***Ivey v Genting*** should apply to criminal cases. The Lord Chief Justice stated: "*the test of dishonesty formulated in Ivey remains a test of the defendant's state of mind – his or her knowledge or belief – to which the standards of ordinary decent people are applied. This results in dishonesty being assessed by reference to society's standards rather than the defendant's understanding of those standards.*" Permission to appeal to the Supreme Court was refused.
Beatty v Gillibanks **[1882]**	Members of the Salvation Army were bound over to keep the peace, following aggressive reactions from another group (the "Skeleton Army") to their peaceful marching.	Their appeal was successful. They could not be prohibited from marching as it was a lawful activity. The disturbances were caused by another group, for which the Salvation Army was not liable.
Blake v DPP **[1993]**	Blake, a vicar, defaced a column on the Houses of Parliament, in protest at the Gulf War. He claimed God was the ultimate owner of all property so could consent to the damage.	God could not be held to own the property or to consent to the damage. The consent defence was unsuccessful.
Bloomberg LP v ZXC **[2022]**	The respondent was the subject of a criminal investigation. A request for information from a foreign state was obtained by the appellant media company and details of the investigation were published. The respondent claimed for misuse of private information.	A person under criminal investigation has a reasonable expectation of privacy relating to that investigation. Also note that the respondent's rights under **art. 8 ECHR** outweighed the claimant's **art. 10** rights.

CASE	FACTS	PRINCIPLE
Bratty v AG for Northern Ireland* **[1963]**	The defendant killed a family friend to whom he was giving a lift home. He claimed to not be conscious of his actions while suffering a particular kind of epileptic episode.	Definition of automatism: "*An act done by the muscles without any control by the mind or an act done by a person who is not conscious of what he is doing.*" Automatism was not put to the jury and the reference upheld that decision of the trial judge. The correct arguable defence was insanity.
C (a minor) v Eisenhower **[1984]**	The defendant fired an airgun into a crowd. A pellet hit someone in the face, causing bruising but not a full cut.	For a "wound" (under either **s. 18** or **s. 20 Offences Against the Person Act 1861** ("**OAPA**") there must be a complete break of the skin; bruising is insufficient.
Callow v Tillstone* **[1900]**	An old case. A butcher asked a vet to check whether meat was fit for consumption. The vet negligently and incorrectly certified that it was.	An offence of strict liability does not require any accomplice to it to have MR.
CC of Avon and Somerset v Shimmen **[1986]**	S was showing off his martial arts to his friends and kicked towards a shop window. He misjudged his kick and broke the window.	The Court of Appeal held that this was criminal damage. Even though he had intended to avoid the window, the action was still reckless.
Chandler v DPP **[1964]**	The defendant's intention was to break into an airfield to protest against nuclear weapons. The motive behind the protest was to protect people from nuclear weapons.	Motive and intention are different and must not be confused.
Chase Manhattan Bank v Israel-British Bank **[1981]**	This is a civil case, the claimant had transferred money to the defendants, and by mistake had made the payment twice rather than just once.	The claimant was able to recover the overpaid amount.
Chodorek v Poland **[2017]**	Money was withdrawn from a bank account where the person making the withdrawal knew that he did not have funds in the account or an overdraft facility.	All elements for the offence of theft were present.
Collins v Wilcock* **[1984]**	Without having been arrested, a woman was grasped on the arm by a police officer; this amounted to a battery. She scratched the police officer and was charged, but the scratching was held to have been done in self-defence.	Force, for the purposes of battery, can include any touch, however slight. Although not the case here, "*implied consent*" exists in everyday contact, such as "jostling" in crowded places.

CASE	FACTS	PRINCIPLE
A Pye Ltd v Graham **[2002]**	Farmland had been used by a farmer exclusively for a period of 14 years to the knowledge of the paper owner but for most of that time there had been no formal arrangement between the parties. The paper owner had taken no steps to stop the farmer's use of the land. The farmer claimed adverse possession rights.	The courts had to determine the meaning of "*possession*". It required a degree of custody and control and an intention to exercise that custody and control for one's own benefit. The relevant intent was to possess and not to own. The farmer had been in possession and it was irrelevant that he would have paid for grazing rights had he been asked to do so.
Abbey National v Cann **[1990]**	Mr and Mrs Cann lived in a house owned by their son and bought with the benefit of a mortgage in his name. He was the sole registered owner and defaulted on a mortgage. The bank sought possession. The mother claimed an interest in actual occupation acquired before the mortgage was granted.	Where a buyer relies on a mortgage to purchase property the acquisition of the estate and grant of the mortgage are one indivisible transaction. There is no moment when the legal estate (and any right to occupation under it) vests in the buyer free of the mortgage. **COMPARE with *Strand v Caswell***
AG Securities v Vaughan* **[1988]**	Four rooms in a house were let on different dates to different people, at different rates, and were described as licences. The court held that there was no lease.	Sets out the criteria, known as the "*four unities*" (possession, interest, title and time), which are necessary for multiple occupants of the same property to have exclusive possession for the purpose of finding a leasehold. **COMPARE with *Antoniades v Villiers***
Aldin v Latimer Clark **[1893]**	The claimant leased land from the defendant for the purpose of operating as a timber merchant. The defendant built on adjoining land, blocking the airflow to the claimant's drying sheds and so preventing the claimant from operating his business.	A covenant concerning "*derogation from grant*" can be implied into the grant of a leasehold covenant, meaning that the landlord cannot allow the purpose for which the property is let to be adversely affected.
Ali v Hussein **[1974]**	A joint tenancy broke down. The court postponed the sale to allow the defendant to buy-out the other owner.	The court can postpone an order for sale to allow other co-owners to buy out another's share.
Antoniades v Villiers* **[1988]**	A landlord let a flat to a couple using identical agreements executed at the same time. They were termed licences, and the agreement stipulated the landlord could use the room whenever he wanted. The court held that the couple had a lease, not a licence, as the required unities were present, and the stipulation was held to be simply an attempt to deprive the renters of security as lessees.	Example of a multiple occupants renting as leaseholders. A clause that the landlord can retain access does not necessarily prevent exclusive possession if he never actually uses it – the court will look to the substance of such a clause. **COMPARE with *AG Securities v Vaughan***

CASE	FACTS	PRINCIPLE
Ashburn Anstalt v Arnold **[1988]**	A dispute over whether the occupant had a lease or a licence. The occupier did not pay rent but had exclusive possession for a certain duration.	Rent being paid is not a necessary requirement for a lease, although it will make finding one easier.
Austerberry v Oldham Corporation* **[1885]**	A covenant to keep land in good repair was breached. A question was raised as to whether the burden of the covenant could pass at common law.	As a general rule, the burden of a covenant will not pass at common law.
Avon v Bridger* **[1985]**	A son misled his parents. He took out a large loan secured by a mortgage against their property. He defaulted, and the bank sought possession. The court held that the charge was void; the bank had not guarded against undue influence; it allowed the son to persuade the parents to sign the deed.	Where consent to a mortgage is obtained as a result of undue influence the mortgage can be set aside. **COMPARE with *CICB v Pitt*** and ***RBS v Etridge***
Bailey v Stephens* **[1862]**	An old case concerning a disputed right to enter a neighbour's land and cut down wood.	To be capable of being an easement, the two tenements must be sufficiently proximate: "*A right of way over land in Northumberland cannot accommodate land in Kent.*"
Bank of Ireland v Bell **[2001]**	A property still in use as a family home was ordered to be sold by the court following a breakdown of marriage. There were significant mortgage arrears and the child living in the premises was virtually 18.	Example of a post-**Trusts of Land and Appointment of Trustees Act 1996** ("**TLATA**") case where the interest of the creditor had overridden the purpose for which the trust was established.
Barca v Mears **[2004]**	The claimant appealed against an order for sale on the basis that his child had special needs and lived in the property which was convenient for his education.	Postponement on the grounds of a child's special needs was not ordered by the court as it would be an unfair delay for the creditor. There was no claim under Article 8 of the European Convention on Human Rights. **COMPARE with *Re Bremner***
Barclays Bank v O'Brien* **[1993]**	Mr O'Brien lied to his wife about the size and purpose of the loan he was securing on their family home. She had not properly read the documentation, had not been advised to seek legal advice or had the papers explained to her by the bank. She claimed to have been unduly influenced.	Set out the categories of undue influence: (i) actual, where a contract is entered into on the basis of actual influence being exerted; and (ii) presumed, where a presumption that influence could be exerted exists and there is no easy way to explain the transaction otherwise. Example of a mortgage being void for undue influence.

CASE	FACTS	PRINCIPLE
Barney v BP Truckstops **[1995]**	BP sought to formally claim a right of drainage through Mr Barney's land by prescription. They had been using the drainage for a long time and they had not attempted to conceal the fact they were doing so. Mr Barney had no knowledge of this and none could be imputed to him.	The use must be known about by the landowner for a right to be claimed by prescription.
Batchelor v Marlow* **[2003]**	The defendant had a right to park six cars in the claimant's car park during business hours. This right was incapable of being an easement as it amounted to exclusive possession.	Where any reasonable use of the land is no longer possible (in this case, because other customers could not park there during business hours), the right is likely to amount to exclusive possession. **COMPARE with *Hair v Gillman*, *Kettel v Bloomfold*** and ***Moncrieff v Jamieson***
Bath Rugby v Greenwood **[2021]**	Bath Rugby club wanted to develop its current site with a new 18,000-seater stadium, parking and retail outlets. There was a covenant in a conveyance of 1922 between the vendor and "*successors in title*" preventing anything which may be, or grow to be, "*a nuisance and annoyance or disturbance or otherwise prejudicially affecting the adjoining premises or the neighbourhood*". The club sought a declaration that the covenant was unenforceable as there was nobody who could show that they had any benefit from it and there was no annexation as the land benefitted was not sufficiently defined.	The Court of Appeal held that local residents could not take advantage of the covenant to prevent the rugby club from expanding its grounds. The benefit of the covenant had not been annexed to the adjoining land or the neighbourhood. The Court of Appeal held that there must be "*sufficient indication*" of the land to be benefitted *by the covenant – the words "adjoining land and neighbourhood*" were not sufficient and were too vague.
Benn v Hardinge* **[1992]**	A right of way had been unused for well over a century and was overgrown, but it had not been blocked off. It was not deemed abandoned.	Just because an easement is unused for a long period of time does not necessarily mean it has been abandoned. **COMPARE with *Swan v Sinclair***
Berkley v Poulett **[1976]**	On the sale of a substantial estate a dispute arose as to what were fixtures and what were chattels. The dispute related to artwork attached to the walls in the house, and a statute (standing on a plinth) and a sundial. The latter two items were in the garden.	Provides tests for determining if an item is a fixture or a chattel. The pictures were chattels and were not part of the "*grand design of the room*". The garden items were also chattels. The statue weighed 10cwt but rested on its own weight, on a fixed plinth. It was moveable, the plinth was firmly fixed and so was a fixture.

CASE	FACTS	PRINCIPLE
Bernstein v Skyviews* **[1977]**	Skyviews had taken photos of Bernstein's property from the air. Bernstein claimed that Skyviews had been trespassing in his airspace.	Ownership of the airspace above land extends to such a height as is necessary for one's reasonable enjoyment of the land, aircraft do not infringe the space. **COMPARE with *Kelsen v Imperial Tobacco*** and ***Ellis v Loftus***
Biggs v Hoddinott **[1898]**	A mortgage with a linked collateral advantage (as in ***Noakes*** below) was upheld as it was valid only for the duration of the mortgage.	Where the collateral advantage ends when the mortgage is redeemed, it is more likely to be upheld by the court. **COMPARE with *Noakes v Rice***
Billson v Residential Apartments **[1992]**	A landlord of commercial premises served notice on a tenant for breach of covenant and peaceably re-entered without a court order. The claimant sought an order for relief.	A tenant can apply for relief from forfeiture even where no such application has been made prior to the landlord's peaceable re-entry.
Bishop v Blake **[2006]**	The mortgagee had exercised a power of sale arising under **s.103 LPA**, without putting the property on the market or through a competitive bidding process. The sale price was 10% lower than the valuation price.	An example of a mortgagee failing to obtain a proper price. The mortgagee had to account to the mortgagor as if she had received the market value of the property. **COMPARE with *Cuckmere Brick v Mutual Finance, Meah v GE Money, Silven Properties v RBS*** and ***Tse Kwong Lam***
Borman v Griffith **[1930]**	A lease was granted without an express right of way, but the claimant made use of a passage over the defendant's land. The defendant obstructed the access. The claimant successfully claimed an easement under the rule in ***Wheeldon v Burrows***.	A right of way is a right traditionally recognised as an easement. **COMPARE with *Green v Ashco***
Borwick v Clearwater Fisheries **[2019]**	Did fish stocks in a fishery and solar panels attached to the land pass with the land as fixtures?	The fish did not pass. The solar panels were fixtures and did pass.
Botham v TSB Bank* **[1996]**	The case concerned judicial comment on whether a range of items were fixtures or chattels.	Bathroom and kitchen fittings are typically fixtures. Curtains, carpets and white goods are chattels (as they can be removed without damaging the property). **COMPARE with *D'Eyncourt v Gregory***, ***Hamp v Bygrave***, ***La Salle v Canadian*** and ***Leigh v Taylor***