GDL ANSWERED

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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****
Adam Opel GmbH v Mitras Automotive Ltd [2007]	This case concerned the variation of a contract.	This noted that contract variations had been allowed by the courts where the benefit and burdens of the variation moved in one way only. The judge noted that consideration was no longer used to protect participants, but the law of economic duress was central, providing a more refined control mechanism and rendering contracts voidable rather than void.
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 and Carriage Accident Insurance Co 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****

CASE	FACTS	PRINCIPLE
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****
Alan (WJ) & Co v El Nasr [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.
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***
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.

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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.
Al-Hasawi v Nottingham Forest **[2019]**	When shares in Nottingham Forest Football Club were sold, the purchaser was told that liabilities amounted to about £6.6m. In reality they amounted to over £10m. The buyer claimed negligent misrepresentation, the seller tried to rely on an entire agreement clause stating the documents constituted the "entire agreement" but not specifying that the buyer had not relied on anything else.	The Court of Appeal allowed a claim for misrepresentation based on pre-contractual discussions despite the existence of the entire agreement clause.
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).
Allied Marine Transport v Vale do Rio Doce Navegacao SA (The Leonidas) **[1985]**	Neither party had taken steps to progress a claim and the court had to consider whether the inaction on the part of the claiming party constituted an offer to drop the claim which could be accepted by the other side.	If a party behaves in such a way that on an objective view it appears that an offer to contract has been made, and a second party accepts that offer then a contract comes into existence.
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.
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*.

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.
A v United Kingdom **[1998]**	The applicant suffered physical abuse from his stepfather, leading to the latter's arrest and subsequent trial for assault. The judge left the jury to decide whether this amounted to reasonable chastisement and they acquitted the man. The case was referred to the **ECHR**.	The ECHR held that the physical abuse reached the severity threshold required for a violation of **Article 3**. The State had failed to provide adequate protection, as English law allowed the "*reasonable chastisement*" defence.
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 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 for Northern Ireland v Gallagher **[1963]**	Gallagher decided to murder his wife. He then drank nearly a whole bottle of whisky before killing her. He claimed a defence based on his drunkenness at the time of the killing.	This is a so called "*Dutch courage*" case. The House of Lords held that he was guilty of murder. He formed the requisite *mens rea* and then drank in order to commit the offence. He retained the mens rea at the relevant time.
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'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.

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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 (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. 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 and R****
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 *R v Brown***

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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 specific 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.
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.
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 Casinos**** 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.

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 Securities 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******

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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 Mortgages 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.*"
Baker v Craggs **[2018]**	This case arose following a sale of land which mistakenly failed to include an easement of right of way. A subsequent sale of an adjacent parcel of land purported to grant the right and there was a problem with the land registry which meant that the second conveyance was registered first. The court had to decide whether the easement was an estate in land such that it could overreach the earlier conveyance.	An easement is not an estate in land. The Court of Appeal overturned a contrary first instance decision in this case. It has been heralded by property lawyers as the most important in decades.
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***

CASE	FACTS	PRINCIPLE
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.
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 & Ors 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****