GDL ANSWERED

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- Contract Law
- Criminal Law
- Land Law

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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****

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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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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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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***