

foundations series

Thirteenth Edition

LAW OF CONTRACT

Paul Richards

Law of Contract

Thirteenth Edition

Law of Contract

PAUL RICHARDS

Formerly Head of the School of Law, University of Huddersfield



Harlow, England • London • New York • Boston • San Francisco • Toronto • Sydney • Dubai • Singapore • Hong Kong
Tokyo • Seoul • Taipei • New Delhi • Cape Town • São Paulo • Mexico City • Madrid • Amsterdam • Munich • Paris • Milan

PEARSON EDUCATION LIMITED

Edinburgh Gate
Harlow CM20 2JE
United Kingdom
Tel: +44 (0)1279 623623
Web: www.pearson.com/uk

First published 1992 (print)
Second edition published 1995 (print)
Third edition published 1997 (print)
Fourth edition published 1999 (print)
Fifth edition published 2002 (print)
Sixth edition published 2004 (print)
Seventh edition published 2006 (print)
Eighth edition published 2007 (print)
Ninth edition published 2009 (print)
Tenth edition published 2011 (print)
Eleventh edition published 2013 (print and electronic)
Twelfth edition published 2015 (print and electronic)
Thirteenth edition published 2017 (print and electronic)

© Longman Group UK Limited 1992 (print)
© Pearson Professional Limited 1995 (print)
© Financial Times Professional Limited 1997 (print)
© Pearson Education Limited 1999, 2002, 2004, 2006, 2007, 2009, 2011 (print)
© Pearson Education Limited 2013, 2015, 2017 (print and electronic)

The right of Paul Richards to be identified as author of this work has been asserted by him in accordance with the Copyright, Designs and Patents Act 1988.

The print publication is protected by copyright. Prior to any prohibited reproduction, storage in a retrieval system, distribution or transmission in any form or by any means, electronic, mechanical, recording or otherwise, permission should be obtained from the publisher or, where applicable, a licence permitting restricted copying in the United Kingdom should be obtained from the Copyright Licensing Agency Ltd, Barnard's Inn, 86 Fetter Lane, London EC4A 1EN.

The ePublication is protected by copyright and must not be copied, reproduced, transferred, distributed, leased, licensed or publicly performed or used in any way except as specifically permitted in writing by the publishers, as allowed under the terms and conditions under which it was purchased, or as strictly permitted by applicable copyright law. Any unauthorised distribution or use of this text may be a direct infringement of the author's and the publisher's rights and those responsible may be liable in law accordingly.

Contains public sector information licensed under the Open Government Licence (OGL) v3.0. <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>.

Contains Parliamentary information licensed under the Open Parliament Licence (OPL) v3.0. <http://www.parliament.uk/site-information/copyright/open-parliament-licence/>

Pearson Education is not responsible for the content of third-party internet sites.

ISBN: 978-1-292-17610-9 (print)
978-1-292-17611-6 (PDF)
978-1-292-17612-3 (ePub)

British Library Cataloguing-in-Publication Data

A catalogue record for the print edition is available from the British Library

Library of Congress Cataloging-in-Publication Data

Names: Richards, Paul, 1951- author.

Title: Law of contract / Paul Richards, Formerly Head of the School of Law,
University of Huddersfield.

Description: Thirteenth edition. | New York : Pearson, 2017.

Identifiers: LCCN 2016056451 | ISBN 9781292176109 (print) | ISBN 9781292176116
(pdf) | ISBN 9781292176123 (epub)

Subjects: LCSH: Contracts—England.

Classification: LCC KD1554 .R53 2017 | DDC 346.4202—dc23

LC record available at <https://lccn.loc.gov/2016056451>

10 9 8 7 6 5 4 3 2 1
21 20 19 18 17

Print edition typeset in 9/12 Stone Serif ITC Pro by SPi Global
Printed in Slovakia by Neografia

NOTE THAT ANY PAGE CROSS REFERENCES REFER TO THE PRINT EDITION

For my partner Maggie, my sons Phillip and William and my brother Anthony

Brief contents

<i>Preface</i>	xv
<i>Acknowledgements</i>	xix
<i>Table of cases</i>	xxi
<i>Table of statutes</i>	xli
Part 1 The formation of a contract	1
1 The evolution and definition of the modern contract	3
2 The fact of agreement	15
3 Consideration	67
4 Intention to create legal relations	98
5 Capacity	109
6 Formalities	124
Part 2 The contents of the contract	137
7 The terms of the contract	139
8 Exemption Clauses	217
Part 3 Factors that vitiate a contract	287
9 Misrepresentation	289
10 Mistake	351
11 Duress, undue influence and inequality of bargaining power	397
12 Illegality	434
Part 4 Discharge of contracts	489
13 Discharge by performance and breach	491
14 Discharge by agreement	525
15 Discharge by frustration	530

Part 5 Remedies for breach of contract	547
16 The common law remedy of damages	549
17 Equitable remedies and limitation of actions	625
18 Quasi-contract and the law of restitution	635
Part 6 The rights and liabilities of third parties to the contract	649
19 Privity of contract	651
20 Assignment of contractual rights	686
<i>Glossary</i>	699
<i>Index</i>	707

Contents

<i>Preface</i>	xv
<i>Acknowledgements</i>	xix
<i>Table of cases</i>	xxi
<i>Table of statutes</i>	xli

Part 1 The formation of a contract

1 The evolution and definition of the modern contract	3
Objectives	3
Evolution	3
Definition	9
Summary	13
Further reading	14
2 The fact of agreement	15
Objectives	15
Introduction	15
Offer	18
Acceptance	28
The fact of acceptance	30
The termination of offers	49
Certainty of terms	56
Summary	62
Further reading	65
3 Consideration	67
Objectives	67
Introduction	67
The definition of consideration	68
Consideration may be executed or executory but not past	69
Consideration must move from the promisee though not necessarily to the promisor	73
Consideration must be sufficient though not necessarily adequate	74
Summary	95
Further reading	97

4 Intention to create legal relations	98
Objectives	98
Introduction	98
Social and domestic arrangements	99
Commercial agreements	101
Summary	107
Further reading	108
5 Capacity	109
Objectives	109
The scope of this chapter	109
The capacity of natural persons	109
The capacity of corporations	116
Summary	121
Further reading	123
6 Formalities	124
Objectives	124
Introduction	124
Contracts required to be made by deed	125
Contracts required to be in writing	126
Contracts required to be evidenced in writing	130
Summary	135
Further reading	136

Part 2 The contents of the contract

7 The terms of the contract	139
Objectives	139
Introduction	139
Express terms	140
Principle 1 An Objective Test	154
Principle 2 The matrix of fact	155
Principle 3 The exclusionary rule	156
Principle 4 The meaning of words is to be interpreted contextually not literally	159
Principle 5 The presumption that people do not easily make linguistic mistakes	159
Implied terms	164
Good faith as a contractual term	196
The classification of contractual terms	202
Conclusion	209
Summary	212
Further reading	215

8 Exemption clauses	217
Objectives	217
Introduction	217
Incorporation of the exclusion clause into the contract	218
Construing exemption clauses	229
Other factors limiting the effectiveness of exemption clauses	234
Consumer Rights Act 2015 Part 2 – Unfair Terms in Consumer Contracts (B2C)	256
Summary	281
Further reading	284

Part 3 Factors that vitiate a contract

9 Misrepresentation	289
Objectives	289
Introduction	289
The nature of the inducement	290
The fact of the inducement	298
The nature of the misrepresentation	307
Consumer Insurance (Disclosure and Representations) Act 2012	315
The remedies available for misrepresentation	320
Exclusion of liability for misrepresentation	336
Summary	345
Further reading	350
10 Mistake	351
Objectives	351
Introduction	351
Mistake at common law	353
Mistake in equity	379
Mistake as to the nature of the document signed	392
Summary	393
Further reading	395
11 Duress, undue influence and inequality of bargaining power	397
Objectives	397
Introduction	397
The common law doctrine of duress	398
The equitable doctrine of undue influence	408
Inequality of bargaining power	428
Summary	430
Further reading	433

12 Illegality	434
Objectives	434
Introduction	434
The classification of illegality	435
Acts illegal by statute	436
Acts illegal at common law	441
The effects of illegality	448
The Law Commission and the reform of the illegality defence	457
Contracts in restraint of trade	468
Severance	482
Summary	484
Further reading	487
Part 4 Discharge of contracts	
13 Discharge by performance and breach	491
Objectives	491
Performance	491
Breach	498
Summary	521
Further reading	524
14 Discharge by agreement	525
Objectives	525
Introduction	525
Bilateral discharge	526
Unilateral discharge	528
Summary	528
Further reading	529
15 Discharge by frustration	530
Objectives	530
Introduction	530
The development of the modern doctrine	531
Applications of the doctrine of frustration	533
Factors affecting the operation of the doctrine	539
The legal effects of the doctrine of frustration	540
Summary	545
Further reading	546

Part 5 Remedies for breach of contract

16 The common law remedy of damages	549
Objectives	549
Introduction	549
Assessment of the basis on which damages are awarded	550
Limitations on the availability of damages	578
Factors influencing the quantum of damages	596
Summary	620
Further reading	623
17 Equitable remedies and limitation of actions	625
Objectives	625
Equitable remedies	625
Limitation of actions	631
Summary	633
Further reading	634
18 Quasi-contract and the law of restitution	635
Objectives	635
Introduction	635
Actions to recover moneys paid	636
Actions for payments made under a mistake of law	640
Claims in <i>quantum meruit</i>	643
Summary	646
Further reading	647

Part 6 The rights and liabilities of third parties to the contract

19 Privity of contract	651
Objectives	651
The general rule	651
The effect of the doctrine of privity of contract	653
Avoiding the doctrine of privity of contract	656
Exceptions to the doctrine of privity of contract	657
Reform of the doctrine of privity of contract	671
Summary	683
Further reading	684

20 Assignment of contractual rights	686
Objectives	686
Introduction	686
Voluntary assignment at common law	687
Voluntary assignment in equity	688
Statutory assignment of contractual rights	693
Other factors affecting all types of assignment	694
Assignment of liabilities	697
Summary	697
Further reading	698
<i>Glossary</i>	699
<i>Index</i>	707

Preface

At the time of writing the 12th edition of this book, the Consumer Rights Bill 2014 had just been introduced into Parliament and began what appeared to be a painfully slow path towards enactment. Like many legal authors this one found himself on the horns of a dilemma – to deal with the Bill or, take something of a gamble and treat the Bill as if it had been enacted. The safer route was adopted – one can never be sure of Parliamentarians! In this edition, therefore, with the Bill having progressed through to the Royal Assent, becoming law on 1 October 2015, it has been possible to deal with this important legislation in more definitive terms. On the face of things the Act seems to make the law in this area more complex, in that there is now a sharp divergence between implied terms and exemption clauses in consumer contracts from those in business contracts. Certainly this seemed to be the impression when the Act was in its embryonic stage as a Bill. Whilst working on this manuscript I came to the conclusion that whilst there is more law, it is nevertheless more accessible and clearer with regards to consumer rights. Gone are the Unfair Terms in Consumer Contract Regulations 1999, which at best were an unhealthy stop-gap process for the introduction of the European Directives in this area which caused great hand-wringing in the courts as they struggled to implement concepts that were largely alien to the law of contract as practised in the United Kingdom. The Act therefore implements the European dimension in a rather more measured and logical fashion in terms that are rather more readily recognisable. The Act is Certainly the biggest shake-up of consumer law for at least a generation and undoubtedly achieves its objective in providing a more transparent code for consumer rights. One other dimension to the Act is that Parts 1 to 3 largely extend to the whole of the UK. There are some exceptions where Part 3 does not apply to Scotland or Northern Ireland because of the differences in the law. For example, in Part 3 there are changes to the Sunday Trading Act 1994 which does not extend to Scotland or Northern Ireland. Similarly the provisions regarding the complaints handling scheme in higher education only apply to England and Wales on the basis that the original legislation only extended to these countries.

The law of contract has, as many lawyers and law students have no doubt lamented, been subject to the influence of European Directives and Regulations for some 40-odd years now. As Lord Denning famously observed in *Bulmer v Bollinger* regarding the incoming tide of EU law, ‘it flows into the estuaries and up the rivers. It cannot be held back, Parliament has decreed that the Treaty is henceforward to be part of our law. It is equal in force to any statute’. It would seem that following the ‘Brexit’ vote in the referendum on the membership of the United Kingdom in the European Union, that tide may well begin to ebb. Whether that will be for the better or worse in terms of the law of contract in the United Kingdom is for the future; however, my own opinion is that our law will still and continue to be robust and indeed the choice of law in the vast majority of commercial transactions around the world. In any event, it can be seen already that the Supreme Court is increasingly taking on board decisions in Canadian, Australian, New Zealand and Singaporean courts where the jurisdictions have a great deal more affinity with our own common law system.

In this edition, I have considered a large number of cases but pre-eminent among these are *Marks and Spencer plc v BNP Paribas Securities Services Trust Co (Jersey) Ltd* [2015] UKSC 72 on implied terms; *ParkingEye Ltd v Beavis* [2015] UKSC 67 on unfair terms; *Hayward v Zurich Insurance Co plc* [2016] UKSC 48; *Versloot Dredging BV v HI Gerling Industrie Versicherung AG* [2016] UKSC 45 on misrepresentation; *Salt v Stratstone Specialist Ltd (t/a Stratstone Cadillac Newcastle)* [2015] EWCA Civ 745 on rescission; *Hounga v Allen* [2014] UKSC 47 public policy considerations in illegality; *Bilta (UK) Ltd v Nazir (No 2)* [2015] UKSC 23; *Patel v Mirza* [2016] UKSC 42 on the illegality defence; *Bunge SA v Nidera BV* [2015] UKSC 43 the compensation rule in damages; *Wellesley Partners LLP v Withers LLP* [2015] EWCA Civ 1146 the reasonable foreseeability test in damages; *Fulton Shipping Inc. of Panama v Globalia Business travel (formerly Travelplan SAU) of Spain, The New Flamenco* [2015] EWCA Civ 1299 mitigation in damages; the conjoined appeals of *Cavendish Square Holding BV v Talal El Makdessi* and *ParkingEye Ltd v Beavis* [2015] UKSC 67 penalty clauses. Apart from the inclusion of these important cases I have endeavoured to rewrite some quite large areas of text, particularly with regard to Chapter 7 on terms and Chapter 8 on exemption clauses where the onset of the Consumer Rights Act 2015 has been more fully integrated into the text. Considerable chunks of new material have also been added to Chapter 9 on misrepresentation and Chapter 12 on illegality.

As in previous years, I have continued to refrain from making widespread use of unreported cases in order to maintain the original ethos of the book, in that it should so far as possible stand alone, and that if a student needs to look further, they should be able to obtain the information they want from a readily available source. Of course the objectives behind the writing of this book remain the same – that of presenting the law in a readable and accessible form by setting out the general principles of the subject with reference to the leading and most recent cases. I have attempted to avoid including new cases just because they are new. The courts hear many decisions and I have attempted to be conservative in choosing cases that have a real impact on the law wherever possible, as I see little point in cluttering up the text with minor decisions since these will only distract the student, create confusion and get in the way of developing a proper understanding of the law. The fact remains, however, that some of the judgements that are coming out of the courts, particularly the Supreme Court, are now of a very complex nature and reducing these to an easily understandable set of principles is now a challenging exercise in its own right. I hope I have done justice to these decisions for the reader.

Problem areas and other contentious aspects are also considered but as a means of leading the student into more specific reading. For this reason, there is a further reading section at the end of each chapter providing a selection of authoritative texts and articles in a variety of legal journals. Hopefully, these will also save students time when having to research particular topics. I have also attempted to continue to present the text in a user-friendly and structured form that eliminates footnotes that so often are a distraction and an intimidating presence which tend to obscure rather than clarify the principles behind the subject.

Whilst this book can be used as a stand-alone text, it is written not with this intention but to encourage students to undertake further reading so that they have a full understanding of the wider issues that surround this increasingly complex subject. The book has been written with the intention of providing a halfway house between a student's lecture notes, more substantive works and articles in legal journals and to encourage this learning process. In order to prompt student's into becoming more autonomous in their reading and learning I have included in this edition a number of 'Debates' and I hope that these will

engage students in thought provoking exercises on the various topics contained within the 'Debates'.

All too often new students coming into higher education for the first time have not developed the learning skills to manage their own learning. Many academics have their own views on why this is the case but whatever those reasons, it is vital that the student of this subject spends time in the lawyers' laboratory, the library, reading around their subjects. It is also for this reason that the additional reading section is included.

Not that many years ago, the law of contract was regarded as one of the easier undergraduate law courses. I do not believe this to be true any longer (if, indeed, it ever was) and certainly some areas which in my days as a student were relatively straightforward are no longer the case, and the whole subject is now becoming quite a challenging one. The reception and comments received with respect to the last edition were extremely encouraging although, as ever, I welcome any suggestions that may improve it. In time-honoured tradition, all errors and omissions are entirely my responsibility.

It is a tradition and always a pleasure in the preface of a book to thank those who have given their help and assistance in the writing and production of it. I would like to give my thanks to Cheryl Cheasley and all the staff at Pearson or their continued support of this book and the Foundation Studies in Law Series in general. Their efforts, ideas and enthusiasm have contributed immensely to the success of both. The quality of the production of the book and the series is a tribute to their dedicated hard work. I thank them also for their patience when I overrun my date for submission of the manuscript.

There are many others who have given me support and help in terms of advising me about content or design and I thank them all for their input, particularly the students who have been so supportive of the this textbook. In particular, I have to thank Gerald Swaby at the University of Huddersfield for his telephone calls informing of new Supreme Court decisions and our discussions about those judgements. It has been a great privilege to act as Gerald's supervisor for his PhD and I am sure he will be very successful in his viva later this year. I wish him and his lovely wife Hillary well for the future.

As in previous years I thank my sons Phillip and William for their love, support and companionship as they move on in life through difficult and what can be hard and challenging times. I thought that I had got rid of them but this seems to be a generation that keeps returning to the family nest! Phillip at least has his own place now and no doubt in the fullness of time William will find his place. The truth of course is that I love them both dearly and the home is never quite the same when they are not there. Such are the times we live in but at the end of the day it is their happiness that is of paramount importance to me.

I also thank my partner, Maggie, for her love, support, patience and for quite simply being there despite my long absences when I have been working on various manuscripts. I also thank my brother Antony Richards MBE for his unswerving support. We work together as a mutual support partnership and in between seeing some atrocious movies during our weekly dinner engagements as well as trying to hit a golf ball straight.

Paul Richards

August 2016

Acknowledgements

We are grateful to the following for permission to reproduce copyright material:

Text

Extract on page 10 from *Storer v Manchester City Council* [1974] 1 WLR 1403; Extract on page 10 from *The Leonidas D* [1985] 1 WLR 925; Extract on page 10 from *Attorney-General of Belize v Belize Telecom Ltd* [2009] 1 WLR 1988; Extract on page 10 from *Rainy Sky SA and others v Kookmin Bank* [2011] 1 WLR 2900; Extract on page 12 from *H.P. Bulmer Ltd and Another v J. Bollinger S.A.* [1974] Ch. 401; Extracts on page 17, page 82, page 84 from *New Zealand Shipping Co. Ltd v A M Satterthwaite and Co. Ltd, The Eurymedon* [1975] AC 154; Extracts on page 18, page 20 from *Carlill v Carbolic Smoke Ball Co.* [1893] 1 QB 256; Extract on page 21 from *Fisher v Bell* [1961] 1 QB 394; Extract on page 47 from *Brinkibon Ltd v Stahag Stahl und Stahlwarenhandels-gesellschaft GmbH* [1983] 2 AC 34; Extract on page 53 from *Errington v Errington and Woods* [1952] 1 KB 290; Extract on page 75 from *Chappell & Co. Ltd v Nestlé Co. Ltd* [1960] AC 87; Extract on page 86 from *Foakes v Beer* (1884) 9 App Cas 605; Extract on page 88 from *Hughes v Metropolitan Railway Co. Ltd* (1877) 2 App Cas 439; Extract on page 88 from *Combe v Combe* [1951] 2 KB 215; Extract on page 89 from *Central London Property Trust Ltd v High Trees House Ltd* [1947] KB 130; Extract on page 92 from *D & C Builders Ltd v Rees* [1966] 2 QB 617; Extract on page 98 from *Balfour v Balfour* [1919] 2 KB 571; Extract on page 100 from *Pettit v Pettit* [1970] AC 777; Extract on page 134 from *Moschi v Lep Air Services Ltd* [1973] AC 331; Extract on page 144 from *Jacobs v Batavia and General Plantations Trust* [1924] 1 Ch 287; Extract on page 145 from *Gillespie Bros & Co. v Cheney, Eggar and Co.* [1896] 2 QB 59; Extract on page 147 from *Heilbut, Symons & Co. v Buckleton* [1913] AC 30; Extracts on page 150, page 156, page 157 from *Prenn v Simmonds* [1971] 1 WLR 1381; Extract on pages 150–1 from *Reardon Smith Line Ltd v Yngvar Hansen-Tangen* [1976] 1 WLR 989; Extracts on pages 151–2, page 198 from *Investors Compensation Scheme Ltd v West Bromwich Building Society* [1998] 1 WLR 896; Extract on page 153 from *George Mitchell (Chesterhall) Ltd v Finney Lock Seeds* [1983] QB 284; Extracts on pages 153–4, pages 232–3, page 242 from *Photo Production Ltd v Securicor Transport Ltd* [1980] AC 827; Extract on page 160 from *Antalos Compania Navlera SA v Salen Rederierna AB* [1985] AC 191, 201; Extract on page 163 from *Republic of India v India Steamship Co* [1998] AC 878; Extract on page 166 from *Geys v Société Générale* [2013] 1 AC 523; Extract on page 167 from *Shirlaw v Southern Foundries (1926) Ltd* [1939] 2 KB 206; Extract on page 190 from *Harlingdon & Leinster Enterprises Ltd v Christopher Hull Fine Art Ltd* [1992] 1 QB 564; Extract on page 197 from *Interfoto Picture Library Ltd v Stiletto Visual Programmes Ltd* [1989] QB 433; Extract on page 207 from *Hong Kong Fir Shipping Co. Ltd v Kawasaki Kisen Kaisha Ltd* [1962] 2 QB 26; Extract on page 220 from *Thornton v Shoe Lane Parking Ltd* [1971] QB 163; Extract on page 228 from *Hollier v Rambler Motors (A.M.C.) Ltd* [1972] 2 QB 71; Extracts on page 230, pages 455–6 from *Vaswani v Italian Motor Cars Ltd* [1996] 1 WLR 270 (PC); Extracts on page 249, page 252 from *George Mitchell (Chesterhall) Ltd v Finney Lock Seeds* [1983] 2 AC 803; Extracts on page 263, pages 263–4, pages 264–5 from *Director General of Fair Trading v First National Bank* [2001] 3 WLR 1297 (HL); Extract on page 293 from *Edgington v Fitzmaurice* (1885) 29 ChD 459; Extract on pages 295–6 from *With v O’Flanagan* [1936] Ch 575; Extract on page 300 from *Downs v Chappell* [1997] 1 WLR 426; Extract on page 302 from *Standard Chartered Bank Ltd v Pakistan National Shipping Corporation Ltd (Nos 2 and 4)* [2003] 1 AC 959; Extract on page 305 from *BP Exploration Operating Co Ltd v Chevron Shipping Co.* [2003] 1 AC 197; Extract on page 308 from *Angus v Clifford* [1891] 2 Ch 449; Extract on page 309 from *Smith New Court Securities Ltd v Citibank NA* [1997] AC 254; Extracts on page 310, page 345 from *Manifest Shipping Co. Ltd v Uni-Polaris Shipping Co. Ltd (The “Star Sea”)* [2001] 2 WLR 170; Extracts on page 326, page 384 from *William Sindall plc v Cambridgeshire County Council* [1994] 1 WLR 1016 (CA); Extract on page 329 from *Doyle v Olby (Ironmongers)*

ACKNOWLEDGEMENTS

Ltd [1969] 2 QB 158; Extracts on page 357, page 359 from *Bell v Lever Bros* [1932] AC 161; Extract on page 368 from *Smith v Hughes* (1871) LR 6 QB 597; Extract on page 369 from *Scriven Bros & Co. v Hindley & Co.* [1913] 3 KB 564; Extracts on page 379, page 384 from *Solle v Butcher* [1950] 1 KB 671; Extracts on page 382, page 385 from *Cooper v Phibbs* (1867) LR 2 HL 149; Extract on page 383 from *Huddersfield Banking Co. Ltd v Henry Lister & Son Ltd* [1895] 2 Ch 273; Extract on page 390 from *Frederick E Rose (London) Ltd v William H Pim Jnr & Co Ltd* [1953] 2 QB 450; Extract on pages 390–1 from *Thomas Bates Ltd v Wyndham's (Lingerie) Ltd* [1981] 1 WLR 505; Extract on page 400 from *Barton v Armstrong* [1976] AC 104; Extract on page 402 from *Universe Tankships Inc. of Monrovia v International Transport Workers' Federation (The Universe Sentinel)* [1983] 1 AC 366; Extract on page 402 from *Thorne v. Motor Trade Association* [1937] AC 797 806; Extract on page 414 from *Allcard v Skinner* (1887) 36 ChD 145; Extract on page 415 from *Goldsworthy v Brickell* [1987] Ch 378; Extract on page 427 from *Newbiggin v Adam* (1886) 34 ChD 582; Extract on page 428 from *Lloyds Bank Ltd v Bundy* [1975] QB 326; Extracts on page 435, pages 461–2 from *Vita Food Products Inc v Unus Shipping Co* [1939] AC 277; Extracts on page 439, page 440, page 449 from *St John Shipping Corporation v Joseph Rank Ltd* [1957] 1 QB 267; Extract on page 441 from *Enderby Town FC Ltd v The Football Association Ltd* [1971] Ch 591; Extract on page 443 from *Trendtex Trading Corporation v Crédit Suisse* [1982] AC 679 (HL); Extracts on page 450, page 451 from *Tinsley v Milligan* [1993] 3 WLR 126; Extract on page 465 from *Attorney General v Guardian Newspapers Ltd (No. 2)* [1990] 1 AC 109, 286; Extract on page 468 from *Nordenfelt v Maxim Nordenfelt Guns and Ammunition Co.* [1894] AC 535; Extract on page 469 from *Esso Petroleum Co. Ltd v Harper's Garage (Stourport) Ltd* [1968] AC 269; Extract on page 471 from *Littlewoods Organisation Ltd v Harris* [1977] 1 WLR 1472; Extracts on page 479, pages 481–2 from *Schroeder Music Publishing Co. Ltd v Macaulay* [1974] 1 WLR 1308; Extract on page 492 from *Arcos Ltd v E.A. Ronaasen & Son* [1933] AC 470; Extract on page 506 from *Maple Flock Co. Ltd v Universal Furniture Producers (Wembley) Ltd* [1934] 1 KB 148; Extracts on pages 508–9, page 512 from *White and Carter (Councils) Ltd v McGregor* [1962] AC 413; Extract on pages 514–5 from *Hounslow Borough Council v Twickenham Garden Developments Ltd* [1971] Ch 233; Extract on page 526 from *British Russian Gazette Ltd v Associated Newspapers Ltd* [1933] 2 KB 616; Extracts on page 533, pages 536–7, page 538 from *National Carriers Ltd v Panalpina (Northern) Ltd* [1981] AC 675; Extracts on page 557, page 558, page 561 from *Attorney-General v Blake* [2001] 1 AC 268; Extract on page 565 from *Darlington Borough Council v Wiltshier Northern Ltd* [1995] 1 WLR 68; Extracts on pages 573–4 from *Ageas (UK) Ltd v Kwik-Fit (GB) Ltd* [2014] QB 2178; Extract on page 575 from *Maredelanto Compania Naviera SA v Bergbau-Handel GmbH (The Mihalis Angelos)* [1971] 1 QB 164; Extract on page 582 from *Victoria Laundry (Windsor) Ltd v Newman Industries Ltd* [1949] 2 KB 528; Extracts on page 583, page 590 from *Koufos v Czarnikow Ltd, The Heron II* [1969] 1 AC 350; Extract on page 590 from *Transfield Shipping Inc. v Mercator Shipping Inc. (The Achilles)* [2008] 3 WLR 345; Extract on pages 596–7 from *British Westinghouse Electric and Manufacturing Co. Ltd v Underground Electric Railways Co. of London Ltd* [1912] AC 673; Extract on page 600 from *Redgrave v Hurd* (1881) 20 ChD 1; Extract on pages 603–4 from *Dunlop Pneumatic Tyre Co. Ltd v New Garage and Motor Co. Ltd* [1915] AC 79; Extracts on page 604, page 605 from *Lordsvale Finance plc v Bank of Zambia* [1996] QB 752; Extract on page 609 from *Campbell Discount Ltd v Bridge* [1962] AC 600; Extract on page 610 from *Dies v British and International Mining and Finance Corporation* [1939] 1 KB 724; Extract on page 614 from *Jarvis v Swans Tours Ltd* [1973] 1 QB 233; Extract on page 628 from *Price v Strange* [1978] Ch 337; Extracts on page 636, page 637 from *Fibrosa Spolka Akcyjna v Fairbairn Lawson Combe Barbour Ltd* [1943] AC 32; Extracts on page 368, page 642 from *Rowland v Divall* [1923] 2 KB 500; Extract on page 644 from *Craven-Ellis v Cannons Ltd* [1936] 2 KB 403; Extract on page 651 from *Dunlop Pneumatic Tyre Co. Ltd v Selfridge & Co. Ltd* [1915] AC 847; Extract on page 660 from *Re Schebsman, Official Receiver v Cargo Superintendents (London) Ltd and Schebsman* [1944] Ch 83; Extract on page 668 from *Lord Strathcona Steamship Co. v Dominion Coal Co. Ltd* [1926] AC 108; Extract on page 691 from *William Brandt's Sons & Co. v Dunlop Rubber Co.* [1905] AC 454.

Contains public sector information licensed under the Open Government Licence v3.0.

Table of cases

- Abbar v Saudi Economic and Development Co. (SEDCO) Real Estate Ltd [2013] EWHC 1414 (Ch); [2013] All ER (D) 43 [562](#)
- AB Marintrans v Comet Shipping Co. Ltd [1985] 3 All ER 442 [600](#)
- ACG Acquisition XX LLC v Olympic Airlines SA (in liquidation) [2013] EWCA Civ 369; affirming [2012] EWHC 1070 [537](#)
- Achilleas, The*, see *Transfield Shipping Inc v Mercator Shipping Inc (The Achilleas)*
- Actionstrength Ltd v International Glass Engineering [2003] UKHL 17; [2003] 2 AC 541 [131](#)
- Adam Opel GmbH v Mitras Automotive (UK) Ltd [2007] EWHC 3205 (QB) [401](#)
- Adams v Lindsell [1818] 1 B & Ald 681 [28](#), [44](#), [64](#)
- Addis v Gramophone Co. Ltd [1909] AC 488 [566](#), [614](#), [623](#)
- Adler v Dickson [1955] 1 QB 158; [1954] 3 All ER 397 [235](#), [669](#), [680](#), [684](#)
- AEG (UK) Ltd v Logic Resource Ltd [1996] CLC 265 [223](#), [224](#), [281](#)
- Afovos Shipping Co. SA v Pagnan and Lli (*The Afovos*) [1983] 1 All ER 449; [1983] 1 WLR 195 [506](#)
- Agapitos v Agnew (The 'Aegeon') [2002] EWCA Civ 247 [311](#), [344](#)
- Agathon, The* [1982] 2 Lloyd's Rep 211 [535](#)
- Ageas (UK) Ltd v Kwik-Fit (GB) Ltd [2014] 2178 (QB) [573](#), [621](#)
- Agip SpA v Navigazione Alta Italia SpA [1984] 1 Lloyd's Rep 353 [390](#)
- AIC Ltd v Testing Services (UK) Ltd (*The Kriti Palm*) [2006] EWCA Civ 1601; [2007] 1 All ER (Comm) 667 [308](#), [309](#), [347](#)
- Ailsa Craig Fishing Co. Ltd v Malvern Fishing Co. Ltd [1983] 1 All ER 101; [1983] 1 WLR 964 [253](#)
- Air Studios (Lyndhurst) Limited T/A Air Entertainment Group v Lombard North Central PLC [2012] EWHC 3162 [36](#)
- Ajayi v R T Briscoe (Nigeria) Ltd [1964] 1 WLR 1326; [1964] 3 All ER 556 [90](#)
- Alaskan Trader, The*, see *Clea Shipping Corporation v Bulk Oil International Ltd (The Alaskan Trader)* (No. 2)
- Albacruz (Cargo Owners) v Albazero (Owners), *The Albazero* [1977] AC 744 [660](#), [661](#), [662](#), [663](#)
- Albright & Wilson UK Ltd v Biachem Ltd [2001] EWCA Civ 301 [40](#)
- Alderslade v Hendon Laundry Ltd [1945] 1 KB 189 (CA) [234](#)
- Alec Lobb (Garages) Ltd v Total Oil Great Britain Ltd [1983] 1 WLR 87; [1983] 1 All ER 944 [403](#), [477](#)
- A Leslie Ltd v Sheill [1914] 3 KB 607 [115](#)
- Alexander v Rayson [1936] 1 KB 169 [442](#)
- Alexander v Rolls-Royce Motor Cars [1996] RTR 95; [1995] *The Times*, 4 May (CA) [616](#)
- Alfred McAlpine Construction Ltd v Panatown Ltd [1998] 88 BLR 67; [1998] *The Times*, 11 February (CA) [660](#), [662](#), [681](#)
- Allcard v Skinner [1887] 36 ChD 145 [408](#), [410](#), [414](#), [415](#), [429](#), [431](#)
- Allen v Rescouc [1677] 2 Lev 174 [442](#)
- Alliance and Leicester Building Society v Edgestop Ltd [1994] 2 All ER 38; [1993] 1 WLR 1462 [335](#), [600](#)
- Allied Maples Group Ltd v Simmons and Simmons (a firm) [1995] 1 WLR 1602; [1995] 4 All ER 907 [612](#), [613](#), [622](#)
- Allied Marine Transport Ltd v Vale Do Rio Doce Navegação SA (*The Leonidas D*) [1985] 1 WLR 925; [1985] 2 All ER 796 [42](#)
- Alpenstow Ltd v Regalian Properties plc [1985] 2 All ER 545; [1985] 1 WLR 721 [32](#)
- Aluminium Industrie Vaassen BV v Romalpa Aluminium Ltd [1976] 1 WLR 676 [704](#)
- Amalgamated Investment and Property Co. Ltd v John Walker and Sons Ltd [1976] 3 All ER 509; [1976] 120 SJ 252 [352](#)
- Amalgamated Investment and Property Co. Ltd v Texas Commerce International Bank Ltd [1981] 3 All ER 577; [1982] QB 84 [90](#), [131](#), [132](#)
- Ammons v Wilson [1936] 176 Miss 645 [42](#), [64](#)
- Amoco Australia Pty Ltd v Rocca Bros Motor Engineering Co. Pty Ltd [1975] AC 561; [1975] 2 WLR 779 [477](#)
- Ampurius Nu Homes Holdings Ltd v Telford Homes (Creekside) Ltd [2013] EWCA Civ 577; [2013] 4 All ER 377 [205](#), [208](#), [209](#), [215](#), [498](#), [499](#), [500](#), [523](#)

- Anangel Atlas Compania Naviera v IHI Co. Ltd (No. 2) [1990] 2 Lloyd's Rep 526 [82](#)
- Anderson Ltd v Daniel [1924] 1 KB 138 [437](#), [484](#)
- André et Cie SA v Ets Michel Blanc et Fils [1977] 2 Lloyd's Rep 166 [331](#), [349](#)
- Andrews Bros (Bournemouth) Ltd v Singer and Co. [1934] 1 KB 17 [228](#)
- Andrews v Australia and New Zealand Banking Group Ltd [2012] 147 CLR 205 [609](#), [618](#), [619](#)
- Anglia Television Ltd v Reed [1972] 1 QB 60 [550](#), [552](#), [620](#)
- Angus v Clifford [1891] 2 Ch 449 [308](#)
- Antaios Compania Naviera SA v Salen Rederierna AB [1985] AC 191 [152](#), [160](#)
- Antonio v Antonio [2010] EWHC 1199 (QB) [406](#)
- Antons Trawling Co. Ltd v Smith [2003] 2 NZLR 23 [83](#)
- Appleby v Myers [1867] LR 2 CP 651 [543](#)
- Appleson v H Littlewood Ltd [1939] 1 All ER 464 [101](#), [107](#)
- Archbold's (Freightage) Ltd v S Spanglett Ltd [1961] 1 All ER 417; [1961] 2 WLR 170 [438](#)
- Arcos Ltd v E A Ronaasen & Son [1933] AC 470 [491](#), [492](#), [521](#)
- Argy Trading Development Co. Ltd v Lapid Developments Ltd [1977] 1 WLR 444; [1977] 3 All ER 785 [89](#)
- Armhouse Lee Ltd v Chappell [1996] *The Times*, 7 August (CA) [448](#), [485](#)
- Armstrong v Jackson [1917] 2 KB 822 [324](#)
- Armstrong v Strain [1951] 1 TLR 856 [308](#), [309](#)
- Arnold v Britton [2015] UKSC 36; [2015] 2 WLR 1593 [160](#), [169](#)
- A Roberts and Co. Ltd v Leicestershire CC [1961] 2 All ER 545; [1961] 2 WLR 1000 [390](#)
- Ashbury Railway Carriage Co. Ltd v Riche [1875] LR 7 HL 653 [117](#)
- Ashmore, Benson Pease and Co. Ltd v A v Dawson Ltd [1973] 1 WLR 828; [1973] 2 All ER 856 [438](#), [449](#), [485](#)
- Ashmore v Corporation of Lloyd's (No. 2) [1992] 2 Lloyd's Rep 620 [175](#)
- Associated British Ports v Ferryways NV [2009] EWCA Civ 189; [2009] 1 Lloyd's Rep 595 [133](#)
- Associated Japanese Bank (International) Ltd v Crédit du Nord SA [1988] 3 All ER 902; [1988] 138 New LJ [357](#), [360](#), [361](#), [362](#), [363](#), [364](#), [365](#), [382](#), [383](#), [384](#), [394](#)
- Astea (UK) Ltd v Time Group Ltd [2003] EWHC 725 (TCC); [2003] All ER (D) 212 [497](#)
- Atlantic Baron, The*, see North Ocean Shipping Co. Ltd v Hyundai Construction Co. Ltd
- Atlas Express Ltd v Kafco (Importers and Distributors) Ltd [1989] 1 All ER 641; [1989] 3 WLR 389 [401](#), [430](#)
- Attica Sea Carriers Corporation v Ferrostaal Poseidon Bulk Reederei GmbH (*The Puerto Buitrago*) [1976] 1 Lloyd's Rep 250 [509](#)
- Attorney-General of Belize v Belize Telecom Ltd [2009] UKPC 10; [2009] 1 WLR 1988; [2009] 2 All ER 1127 [10](#), [172](#), [595](#), [620](#)
- Attorney-General v Blake [2001] 1 AC 268 [557](#)
- Attorney General v Guardian Newspapers Ltd (No 2) [1990] 1 AC 109, 286 [465](#)
- Attwood v Lamont [1920] 3 KB 571 [483](#), [487](#)
- Attwood v Small [1838] 6 Cl & Fin 232 [301](#), [314](#), [342](#), [346](#)
- Austin Knight (UK) Ltd v Hinds [1994] FSR 52 3 [475](#)
- Avery v Bowden [1855] 5 E & B 714 [508](#)
- Avon Finance Co. Ltd v Bridges [1985] 2 All ER 281; [1979] 123 SJ 705 [418](#)
- Avraamides v Colwill [2006] EWCA Civ 1533 [675](#)
- AXA Sun Life Services plc v Campbell Martin Ltd [2011] EWCA Civ 133; [2012] 1 All ER (Comm) 268 [240](#), [337](#), [349](#)
- Bacardi-Martini Beverages Ltd v Thomas Hardy Packaging [2002] 2 Lloyd's Rep 379 [252](#)
- Baird Textiles Holdings Ltd v Marks and Spencer plc [2001] EWCA Civ 274 [57](#), [89](#), [90](#)
- Balder London, The* [1980] 2 Lloyd's Rep 489 [692](#)
- Baldry v Marshall [1925] 1 KB 260 [228](#)
- Balfour Beatty Construction (Scotland) Ltd v Scottish Power plc [1995] 71 BLR 20; [1994] *The Times*, 23 March [583](#)
- Balfour v Balfour [1919] 2 KB 571 [98](#), [99](#), [100](#), [107](#)
- Ballett v Mingay [1943] KB 281 [115](#), [122](#)
- Balmoral Group Ltd v Borealis (UK) Ltd [2006] 2 Lloyd's Rep 629 [37](#), [40](#)
- Banco Exterior Internacional v Mann [1995] 1 All ER 936; [1995] 1 FLR 602 [419](#), [425](#)
- Bankers Insurance Co Ltd v South [2003] EWHC 380 QB [272](#)
- Bank of Baroda v Rayarel [1995] 2 FLR 376; [1995] 27 HLR 387 (CA) [420](#), [425](#)
- Bank of Baroda v Shah [1988] 3 All ER 24; [1988] New LJ 98 (CA) [419](#)
- Bank of Credit and Commerce International SA v Aboody [1990] 1 QB 923; [1989] 2 WLR 759 [408](#), [431](#)
- Bank of Credit and Commerce International SA (in liquidation) v Ali [2001] UKHL 8; [2002] 1 AC 251 [152](#), [155](#), [157](#)
- Bank of Cyprus (London) Ltd v Markou [1999] 2 All ER 707 [422](#)

- Bank of Montreal v Stuart [1911] AC 120 [412](#)
- Bannerman v White [1861] 10 CBNS 844 [141](#), [142](#), [212](#)
- Banque Bruxelles Lambert SA v Australia National Industries [1989] 21 NSWLR 502 [105](#)
- Banque Bruxelles Lambert SA v Eagle Star Insurance Co. Ltd (*sub nom* South Australia Asset Management Corporation v York Montague Ltd) [1997] AC 191 [590](#), [591](#)
- Banque Financière de la Cité v Parc (Battersea) Ltd [1999] 1 AC 221; [1998] 2 WLR 475; [1998] 1 All ER 737 [644](#)
- Barclays Bank plc v Boulter [1997] 2 All ER 1002; [1997] 2 FLR 157 [417](#)
- Barclays Bank plc v Fairclough Building Ltd [1995] 1 All ER 289; [1994] 3 WLR 1057, (CA) [600](#)
- Barclays Bank plc v O'Brien [1993] 4 All ER 417; [1993] 3 WLR 786 [408](#), [416](#), [417](#), [421](#), [671](#)
- Barclays Bank plc v Thomson [1997] 4 All ER 816; [1997] 1 FLR 156 [420](#)
- Barry v Heathcote Ball & Co. (Commercial Auctions) Ltd [2000] *The Times*, 31 August (CA) [22](#)
- Bartlett v Sidney Marcus Ltd [1965] 1 WLR 1013; [1965] 2 All ER 753 [188](#), [192](#)
- Barton v Armstrong [1976] AC 104; [1975] 2 WLR 1050; [1975] 2 All ER 465 [400](#), [406](#)
- Barton v County NatWest Limited [1999] Lloyd's Rep Banking 408 [302](#)
- Basildon District Council v J E Lesser (Properties) Ltd [1985] 1 All ER 20; [1984] 3 WLR 812 [600](#)
- Beach v Reed Corrugated Cases Ltd [1956] 2 All ER 652; [1956] 1 WLR 807 [578](#)
- Beale v Taylor [1967] 1 WLR 1193; [1967] 3 All ER 253 [190](#)
- Beesly v Hallwood Estates Ltd [1960] 1 WLR 549; [1960] 2 All ER 314 [128](#)
- Behzadi v Shaftesbury Hotels Ltd [1991] 2 All ER 477; [1991] 2 WLR 1251 (CA) [496](#), [522](#)
- Bell v Lever Bros [1931] 1 KB 577; [1932] AC 161 [357](#), [358](#), [359](#), [360](#), [361](#), [362](#), [364](#), [366](#), [382](#), [383](#), [384](#), [385](#), [386](#), [393](#), [394](#)
- Bence Graphics International Ltd v Fasson UK Ltd [1997] 3 WLR 205; [1996] *The Times*, 24 October (CA) [563](#)
- Benedetti v Sawiris [2013] UKSC 50; [2013] 3 WLR 351 [644](#)
- Bennett v Bennett [1952] 1 KB 249; [1952] 1 All ER 413 [446](#), [483](#)
- Benningfield v Baxter [1886] 12 App Cas 167 [410](#), [431](#)
- Benyon v Nettleford [1850] 3 Mac & G 94 [447](#)
- Beresford v Royal Insurance Co. Ltd [1937] 2 KB 197 [442](#), [453](#), [484](#), [485](#)
- Bernstein v Pamsons Motors (Golders Green) Ltd [1987] 2 All ER 220; [1987] RTR 384 [188](#), [192](#), [519](#)
- Beswick v Beswick [1968] AC 58; [1968] 3 WLR 932 [627](#), [652](#), [653](#), [655](#), [664](#), [671](#), [675](#), [680](#), [683](#), [684](#)
- Bettini v Gye [1876] 1 QBD 183 [180](#), [203](#), [215](#)
- BICC plc v Bundy Corporation [1985] 1 All ER 417; [1985] 2 WLR 132 [611](#)
- Bigg v Boyd Gibbons Ltd [1971] 2 All ER 183; [1971] 1 WLR 913 [27](#), [63](#)
- Bigos v Bousted [1951] 1 All ER 92 [441](#), [454](#), [456](#), [484](#), [485](#)
- Bilta (UK) Ltd v Nazir (No 2) [2015] UKSC 23 [464](#), [465](#), [486](#)
- Birch v Paramount Estates Ltd [1956] 16 EG 396 [142](#), [143](#)
- Birkmyr v Darnell [1704] 1 Salk 27 [133](#)
- Bisset v Wilkinson [1927] AC 177 [291](#), [292](#), [314](#), [345](#)
- Blackburn Bobbin Co. Ltd v Allen and Sons Ltd [1918] 2 KB 467 [534](#)
- Blackpool and Fylde Aero Club Ltd v Blackpool Borough Council [1990] 3 All ER 25; [1990] 1 WLR 1195 [23](#)
- Blankenstein, The*, see Damon Cia Naviera SA v Hapag-Lloyd International SA
- Bliss v South East Thames Regional Health Authority [1985] IRLR 308; [1987] ICR 700 [614](#)
- Bloxsome v Williams [1824] 3 B & C 232 [452](#)
- Boardman v Phipps [1967] 2 AC 46; [1966] 3 WLR 1009 [557](#), [561](#)
- Borelli v Ting [2010] UKPC 21 [406](#)
- Boulton v Jones [1957] 2 H & N 564 [375](#)
- Bovis Construction (Scotland) Ltd v Whatlings Construction Ltd [1995] NPC 153; [1995] *The Times*, 19 October (HL) [253](#)
- Bowerman v Association of British Travel Agents Ltd [1996] CLC 451; [1995] *The Times*, 24 November [101](#)
- Bowmakers Ltd v Barnet Instrument Ltd [1945] KB 65 [451](#), [456](#), [466](#), [485](#)
- BP Exploration Co. (Libya) Ltd v Hunt (No. 2) [1979] 1 WLR 783; affirmed [1983] 2 AC 352 (HL) [543](#), [544](#)
- BP Exploration Operating Co Ltd v Chevron Shipping Co [2003] 1 AC 197 [305](#)
- BP Refinery (Westernport) Pty Ltd v Shire of Hastings [1977] 180 CLR 266 [169](#), [172](#), [173](#)
- Brace v Calder [1895] 2 QB 253 [596](#)
- Bradbury v Morgan [1862] 1 H & C 249 [55](#)
- Branca v Cobarro [1947] KB 854; [1947] 2 All ER 101 [32](#)
- Brennan v Bolt Burdan [2004] EWCA Civ 1017 [354](#), [363](#)
- Briess v Woolley [1954] AC 333; [1954] 2 WLR 832 [307](#)

- Briggs, *ex parte* [1859] 28 LJ Ch 50 [305](#), [347](#)
- Brikom Investments Ltd v Carr [1979] QB 467; [1979] 2 All ER 753 [91](#), [527](#)
- Brimnes, *The* [1975] QB 929; [1974] 3 WLR 613 [41](#), [46](#), [50](#), [64](#)
- Brinkibon Ltd v Stahag Stahl und Stahlwarenhandels-gesellschaft GmbH [1983] 2 AC 34; [1982] 2 WLR 264 [44](#), [46](#), [47](#), [48](#), [49](#), [64](#)
- British and Commonwealth Holdings plc v Quadrex Holdings Inc. [1989] 3 All ER 492; [1989] 3 WLR 723 (CA) [496](#), [522](#)
- British Columbia Saw Mill Co. v Nettleship [1868] LR 3 CP 499; 18 LT Rep NS 604 [582](#), [596](#)
- British Crane Hire Corporation Ltd v Ipswich Plant Hire Ltd [1975] QB 303; [1974] 2 WLR 856 [227](#), [282](#)
- British Reinforced Concrete Engineering Co. Ltd v Schelff [1921] 2 Ch 563 [476](#)
- British Russian Gazette Ltd v Associated Newspapers Ltd [1933] 2 KB 616 [526](#)
- British Steel Corporation v Cleveland Bridge and Engineering Co. Ltd [1984] 1 All ER 504; [1983] Build LR 94 [36](#), [58](#), [59](#), [645](#)
- British Transport Commission v Gourley [1956] AC 185; [1956] 2 WLR 41 [577](#)
- British Westinghouse Electric and Manufacturing Co. Ltd v Underground Electric Railways Co. of London Ltd [1912] AC 673 [565](#), [596](#), [597](#), [620](#), [622](#)
- Britton v Royal Insurance Co. [1866] 4 F & F 905 [310](#), [344](#)
- Britvic Soft Drinks v Messer UK Ltd [2002] EWCA Civ 548; [2002] 2 All ER (Comm) 321 [252](#)
- Brogden v Metropolitan Railway Co. [1877] 2 App Cas 666 [16](#), [17](#), [30](#), [31](#), [63](#)
- Brown v KMR Services Ltd [1995] 4 All ER 598 [588](#)
- Bryen and Langley Ltd v Boston [2005] EWCA Civ 973 [267](#), [268](#), [269](#)
- Bunge Corporation v Tradax Export SA [1981] 2 All ER 513 [206](#), [496](#), [522](#), [575](#)
- Bunge SA v Kyla Shipping Co. Ltd (*The Kyla*) [2012] EWHC 3522 (Comm); [2013] 1 Lloyd's Rep 565 [537](#)
- Bunge SA v Nidera BV [2015] UKSC 43 [501](#), [574](#), [621](#)
- Burnard v Haggis [1863] 14 CBNS 45 [115](#), [122](#)
- Butler Machine Tool Co. Ltd v Ex-Cell-O Corporation (England) Ltd [1979] 1 All ER 965; [1979] 1 WLR 401 [15](#), [35](#), [63](#)
- Butterworth v Kingsway Motors Ltd [1954] 1 WLR 1286; [1954] 2 All ER 694 [639](#)
- Byrne & Co v Leon Van Tienhoven [1880] 5 CPD 344 [50](#), [64](#)
- Cadogan Petroleum Holdings Ltd v Global Process Systems LLC [2013] EWHC 214 (Comm); [2013] 1 CLC 721 [608](#), [611](#)
- Campbell Discount Ltd v Bridge [1962] AC 600 [609](#)
- Caparo Industries plc v Dickman [1990] 1 All ER 568; [1990] 2 WLR 358 [313](#), [314](#), [333](#)
- Capes (Hatherden) Ltd v Western Arable Services Ltd [2010] 1 Lloyd's Rep 477 [226](#)
- Car and Universal Finance Co. Ltd v Caldwell [1964] 1 All ER 290; [1964] 2 WLR 600 [320](#), [325](#), [348](#), [372](#)
- Carillion Construction Ltd v Felix (UK) Ltd [2001] BLR 1 [403](#)
- Carlill v Carboloc Smoke Ball Co. [1893] 1 QB 256 [18](#), [25](#), [31](#), [42](#), [52](#), [63](#), [64](#), [106](#), [108](#), [705](#)
- Casey's Patents, *Re* [1892] 1 Ch 104 [71](#)
- Cavendish Square Holding BV v Talal El Makdessi [602](#), [606](#), [608](#), [609](#), [617](#), [622](#)
- CCC Films (London) Ltd v Impact Quadrant Films Ltd [1985] QB 16; [1984] 3 All ER 298 [553](#)
- Cehave NV v Bremer Handelsgesellschaft GmbH (*The Hansa Nord*) [1975] 3 All ER 739; [1975] 3 WLR 447 [206](#), [215](#)
- Cellulose Acetate Silk Co. Ltd v Widnes Foundry [1925] Ltd [1933] AC 20 [606](#), [619](#)
- Central London Property Trust Ltd v High Trees House Ltd [1947] KB 130; [1956] 1 All ER 256 [87](#), [97](#)
- Chandler v Webster [1904] 1 KB 493 [540](#), [541](#), [546](#)
- Chapelton v Barry UDC [1940] 1 KB 532 [20](#), [24](#), [219](#), [220](#), [281](#)
- Chaplin v Hicks [1911] 2 KB 786 [612](#), [622](#)
- Chaplin v Leslie Frewin (Publishers) Ltd [1966] Ch 71; [1966] 2 WLR 40 [113](#)
- Chappell & Co. Ltd v Nestlé Co. Ltd [1960] AC 87; [1959] 3 WLR 168 [75](#)
- Charles Rickards Ltd v Oppenheim [1950] 1 KB 616; [1950] 1 All ER 420 [496](#), [522](#), [527](#)
- Chartbrook Ltd v Persimmon Homes Ltd [2009] UKHL 38; [2009] AC 1101 [145](#), [154](#), [156](#), [158](#), [159](#), [161](#), [162](#), [164](#), [387](#), [388](#), [389](#)
- Charter v Sullivan [1957] 2 QB 117; [1957] 2 WLR 528 [568](#)
- Cheese v Thomas [1994] 1 WLR 129; [1994] 1 FLR 118 [427](#), [428](#)
- Cherrilow Ltd v Richard Butler-Creagh [2011] EWHC 2525 (QB) [292](#), [303](#), [306](#), [331](#)
- Chettiar v Chettiar [1962] AC 294 [452](#)
- Chichester v Cobb [1866] 14 LT 433 [83](#)
- Chiemgauer Membran und Zeltbau GmbH (formerly Koch Hightex GmbH) v New Millennium Experience Co. Ltd (formerly Millennium Central Ltd) (No. 2) [2001] *The Times*, 16 January [517](#)

- Chillingworth v Esche [1924] 1 Ch 97 [32](#)
- ChipsAway International Ltd v Errol Kerr [2009] EWCA Civ 320; [2009] All ER (D) 180 (Apr) [473](#), [486](#)
- Chwee Kin Keong v Digilandmall. com Pte Ltd [2004] SLR (R) 594 [47](#)
- CIBC Mortgages plc v Pitt [1993] 4 All ER 433; [1993] 3 WLR 802 [408](#)
- Cine Bes Filmcilik VE Yapimcilik v United International Pictures [2003] EWCA Civ 1669; 147 Sol Jo LB 1396; [2003] All ER (D) 312 (Nov) [605](#)
- Circle Freight International Ltd v Medeast Gulf Exports Ltd [1988] 2 Lloyd's Rep 427 [226](#)
- Citibank NA v Brown Shipley & Co. Ltd; Midland Bank plc v Brown Shipley & Co. Ltd [1991] 2 All ER 690; [1991] 1 Lloyd's Rep 576 [378](#)
- City and Westminster Properties [1934] Ltd v Mudd [1958] 2 All ER 733; [1958] 3 WLR 312 [147](#), [213](#)
- Clarion Ltd v National Provident Institution [2000] 2 All ER 265 [384](#)
- Clea Shipping Corporation v Bulk Oil International Ltd (*The Alaskan Trader*) (No. 2) [1984] 1 All ER 129; [1983] 2 Lloyd's Rep 645 [510](#)
- Clegg v Ollie Andersson (t/a Nordic Marine) [2003] 2 Lloyd's Rep 32 (CA) [519](#)
- Clements v London and North Western Railway Co. [1894] 2 QB 482 [112](#)
- Cleveland Petroleum Co. Ltd v Dartstone Ltd [1969] 1 All ER 201; [1969] 1 WLR 116 [477](#)
- Clifton v Palumbo [1944] 2 All ER 497 [26](#), [63](#)
- Clydebank Engineering and Shipbuilding Co. v Don Jose Ramos Yzquierdo y Castaneda [1905] AC 6 [602](#)
- Cockerton v Naviera Aznar SA [1960] 2 Lloyd's Rep 450 [24](#)
- Colen v Cebrian (UK) Ltd [2003] EWCA Civ 1676; [2004] ICR 568 [439](#)
- Collier v P & M J Wright (Holdings) Ltd [2007] EWCA Civ 1329; [2008] 1 WLR 643 [86](#), [93](#)
- Collins v Godefroy [1831] 1 B & Ad 950 [76](#)
- Combe v Combe [1951] 2 KB 215; [1951] 1 All ER 767 [88](#), [90](#)
- Commonwealth of Australia v Vermayen [1990] 170 CLR 394 [83](#), [89](#)
- Compagnie Noga d'Importation et d'Exportation SA v Abacha [2003] EWCA Civ 1100; [2003] 2 All ER (Comm) 915 [526](#)
- Condor v The Barron Knights Ltd [1966] 1 WLR 87; [1966] 110 SJ 71 [533](#)
- Continental Tyre & Rubber Co Ltd v Trunk Trailer Ltd [1987] S.L.T. 58 [40](#)
- Co-operative Insurance Society Ltd v Argyll Stores (Holdings) Ltd [1997] 2 WLR 898 (HL); [1996] 3 WLR 27 (CA) [555](#), [629](#)
- Cooper v Phibbs [1867] LR 2 HL 149 [358](#), [382](#), [385](#), [386](#), [393](#)
- Cooper v Willis [1906] 22 TLR 582 [442](#)
- Cope v Rowlands [1836] 2 M & W 149 [436](#), [437](#), [484](#)
- Couchman v Hill [1947] KB 554; [1947] 1 All ER 103 [142](#), [146](#), [212](#)
- County Personnel (Employment Agency) Ltd v Alan R Pulver & Co. [1987] 1 WLR 916; [1987] 1 All ER 289 [570](#)
- Couturier v Hastie [1856] HL Cas 673 [355](#), [356](#), [357](#), [393](#)
- Cowan v Milbourn [1867] LR 2 Ex 230 [452](#), [485](#)
- Cox v Phillips Industries Ltd [1976] 3 All ER 161; [1976] 1 WLR 638 [614](#)
- C & P Haulage v Middleton [1983] 3 All ER 94; [1983] 1 WLR 1461 [551](#), [552](#), [579](#), [621](#)
- Cramaso LLP v Ogilvie-Grant [2014] UKSC 9; [2014] 2 WLR 317 [305](#), [306](#), [307](#), [347](#)
- Crane v Hegeman-Harris Co. [1939] 1 All ER 662; [1939] 4 All ER 68 [387](#)
- Craven-Ellis v Cannons Ltd [1936] 2 KB 403 [644](#)
- Crédit Lyonnais Bank Nederland NV v Burch [1997] 1 All ER 144; [1997] 74 P & CR 384 (CA) [420](#), [426](#)
- Cremdean Properties Ltd v Nash [1977] EG 63 [341](#)
- Crest Nicholson (Londinium) Ltd v Akaria Investments Ltd [2010] EWCA Civ 1331 [27](#)
- Cricklewood Property and Investment Trust Ltd v Leighton's Investment Trust Ltd [1945] AC 221 [538](#)
- Crossley v Faithful & Gould Holdings Ltd [2004] EWCA Civ 293; [2004] 4 All ER 447 [175](#)
- CTI Group Incorporated v Transclear SA (*The Mary Nour*) [2008] EWCA Civ 856; [2009] 2 All ER (Comm) 25 [534](#)
- CTN Cash and Carry Ltd v Gallaher Ltd [1994] 4 All ER 714 [403](#), [405](#)
- Cullinane v British 'Rema' Manufacturing Co. Ltd [1954] 1 QB 292; [1953] 3 WLR 923 [551](#), [552](#)
- Cundy v Lindsay [1878] 3 App Cas 459 [376](#), [377](#), [379](#), [395](#)
- Currie v Misa [1875] LR 10 Ex 153 [68](#), [95](#), [700](#)
- Curtis v Chemical Cleaning and Dyeing Co. Ltd [1951] 1 KB 805; [1951] 1 All ER 631 [234](#), [282](#)
- Cutter v Powell [1756] 6 Term R 320 [493](#), [494](#), [496](#), [521](#)
- Dadourian Group International Inc. v Simms [2009] EWCA Civ 169 [301](#)
- Damon Cia Naviera SA v Hapag-Lloyd International SA (*The Blankenstein*) [1985] 1 All ER 475; [1985] 1 WLR 435 [610](#)

TABLE OF CASES

- Dany Lions Ltd v Bristol Cars Ltd [2013] EWHC 2997 (QB); [2014] 1 Lloyd's Rep 281 [366](#)
- Darlington Borough Council v Wiltshier Northern Ltd [1995] 1 WLR 68; [1995] 3 All ER 895 [565](#), [661](#), [662](#)
- Daulia v Four Millbank Nominees Ltd [1978] 2 All ER 557; [1978] 2 WLR 621 [31](#), [52](#), [53](#)
- Daventry District Council v Daventry and District Housing Ltd [2010] EWHC 1935 [387](#)
- Davies v Presbyterian Church of Wales [1986] 1 WLR 323 [106](#)
- Davis Contractors Ltd v Fareham UDC [1956] 2 All ER 145; [1956] 3 WLR 37 [532](#), [534](#), [545](#)
- Dawsons Ltd v Bonnin [1922] 2 AC 413 [319](#)
- D & C Builders Ltd v Rees [1966] 2 QB 617; [1966] 2 WLR 288 [85](#), [86](#), [87](#), [92](#), [93](#), [96](#), [398](#), [430](#)
- Dearle v Hall [1828] 3 Russ 1 [692](#), [695](#)
- Dear v Jackson [2013] EWCA Civ 89 [165](#), [214](#)
- Decro-Wall International SA v Practitioners in Marketing Ltd [1971] 2 All ER 216; [1970] 115 SJ 171 [208](#), [209](#), [506](#)
- Deepak v ICI [1999] 1 Lloyd's Rep 387 [148](#), [337](#)
- De Francesco v Barnum [1890] 45 Ch D 430 [112](#)
- De Mattos v Gibson [1843–60] All ER 803 [667](#), [668](#)
- Denny, Mott and Dickson Ltd v James B Fraser and Co. Ltd [1944] AC 265; [1944] 1 All ER 678 [537](#)
- Derry v Peek [1889] 14 App Cas 337 [307](#), [308](#), [312](#), [314](#), [317](#), [347](#), [707](#)
- Deutsche Morgan Grenfell Group plc v Inland Revenue Commissioners [2006] UKHL 49 [354](#)
- D & F Estates Ltd v Church Commissioners for England [1989] AC 177; [1988] 2 EGLR 213 [657](#)
- Dhanani v Crasnianski [2001] EWHC 926 (Comm) [103](#)
- Dick Bentley Productions Ltd v Harold Smith (Motors) Ltd [1965] 2 All ER 65; [1965] 1 WLR 623 [143](#), [144](#), [213](#)
- Dickinson v Dodds [1876] 2 Ch D 463 [52](#)
- Dies v British and International Mining and Finance Corporation [1939] 1 KB 724 [610](#)
- Dimmock v Hallett [1866] LR 2 Ch App 21 [296](#), [346](#)
- Dimskal Shipping Co. SA v International Transport Workers Federation (*The Evia Luck*) [1992] 2 AC 152; [1991] 3 WLR 875 [406](#)
- Director General of Fair Trading v First National Bank plc [2001] UKHL 52; [2002] 1 AC 481; [2001] 3 WLR 1297 [262](#), [264](#), [267](#), [272](#), [279](#), [280](#), [430](#)
- Domsalla (t/a Domsalla Building Services) v Dyason [2007] All ER 255 [258](#), [269](#)
- Donoghue v Stevenson [1932] AC 562 [656](#)
- Downs v Chappell [1996] 3 All ER 344; [1997] 1 WLR 426 (CA) [300](#), [305](#), [346](#)
- Doyle v Olby (Ironmongers) Ltd [1969] 2 QB 158; [1969] 2 WLR 673 [329](#), [332](#), [333](#), [335](#), [349](#)
- Doyle v White City Stadium [1935] 1 KB 110 [112](#)
- Dresdner Kleinwort Ltd v Atrill [2013] EWCA Civ 394 [43](#), [82](#), [104](#)
- DSND Subsea Ltd (formerly DSND Oceantech Ltd) v Petroleum Geo Services ASA [2000] BLR 530 QBD (TCC) [400](#), [404](#), [406](#)
- Dunbar Bank plc v Nadeem [1997] 2 All ER 253; [1998] 3 All ER 876 (CA) [410](#), [427](#)
- Dungate v Dungate [1965] 3 All ER 818; [1965] 1 WLR 1477 [71](#)
- Dunlop Pneumatic Tyre Co. Ltd v New Garage and Motor Co. Ltd [1915] AC 79 [602](#), [603](#), [604](#), [605](#), [622](#)
- Dunlop Pneumatic Tyre Co. Ltd v Selfridge & Co. Ltd [1915] AC 847 [69](#), [651](#), [652](#), [683](#)
- Dunlop v Lambert [1839] 6 Cl & F 600 [660](#), [661](#), [662](#), [663](#), [664](#)
- Durham Brothers v Robertson [1898] 1 QB 765 [689](#)
- EA Grimstead & Son Ltd v McGarrigan (27 October 1999) (unreported) [338](#), [339](#), [350](#)
- East Ham Borough Council v Bernard Sunley Ltd [1965] 3 All ER 619; [1965] 3 WLR 1096 (HL) [564](#)
- East v Maurer [1991] 2 All ER 733; [1991] 1 WLR 461 [331](#), [333](#)
- East v Pantiles (Plant Hire) Ltd [1981] 263 EG 61 [158](#), [161](#), [162](#)
- Eastwood v Kenyon [1840] 11 A & E 438 [132](#), [136](#)
- Edgar v Edgar [1980] 1 WLR 1410 [446](#)
- Edgington v Fitzmaurice [1885] 29 ChD 459 [293](#), [301](#), [314](#), [345](#)
- Edmonds v Lawson [2000] QB 501; [2000] 2 WLR 1091 [103](#)
- Edmund Murray Ltd v BSP International Foundations Ltd [1992] 33 Con LR 1 [244](#)
- Edwards v Carter [1893] AC 360 [114](#), [122](#)
- Edwards v Skyways Ltd [1964] 1 All ER 494; [1964] 1 WLR 349 [104](#), [107](#)
- Edwinton Commercial Corporation v Tsaviliris Russ (Worldwide Salvage and Towage) Ltd (*The Sea Angel*) [2007] EWCA Civ 547; [2007] 2 All ER (Comm) 634 [536](#)
- Elphinstone v Monkland Iron & Coal Co. [1886] 11 App Cas 332 [604](#)
- Enderby Town FC Ltd v The Football Association Ltd [1971] Ch 591; [1970] 3 WLR 1021 [441](#)
- England v Davidson [1840] 11 Ad and El 856 [76](#)
- Entores v Miles Far East Corporation [1955] 2 QB 327; [1955] 3 WLR 48 [41](#), [45](#), [46](#), [47](#), [64](#)

- Equitable Life Assurance Society v Hyman [2002] 1 AC 408; [2000] 3 WLR 529 [167](#), [172](#)
- Erlanger v New Sombrero Phosphate Co. [1878] 3 App Cas 1218 [321](#), [407](#), [427](#)
- Errington v Errington and Woods [1952] 1 KB 290; [1952] 1 All ER 149 [53](#), [65](#)
- Esso Petroleum Co. Ltd v Harper's Garage (Stourport) Ltd [1968] AC 269; [1967] 1 All ER 699 [469](#), [476](#), [481](#), [486](#)
- Esso Petroleum Co. Ltd v Mardon [1976] 2 All ER 5; [1976] 2 WLR 583 [148](#), [292](#), [313](#), [314](#), [345](#)
- Esso Petroleum Co. Ltd v Niad [2001] All ER 324 [558](#), [559](#), [561](#)
- Etablissements George et Paul Levy v Adderley Navigation Co. Panama SA (*The Olympic Pride*) [1980] 2 Lloyd's Rep 67 [390](#)
- Eugenia, The* [1964] 1 All ER 161; [1964] 2 WLR 114 [535](#)
- Euro London Appointments Ltd v Claessens International Ltd [2006] 2 Lloyd's Rep 436 [605](#)
- Eurymedon, The*, see New Zealand Shipping Co. Ltd v A M Satterthwaite and Co. Ltd Evans (J) and Son (Portsmouth) Ltd v Andrea Merzario Ltd
- Evia, The* [1983] 1 AC 736; [1982] 3 WLR 637 [535](#)
- Experience Hendrix LLC v PPX Enterprises Inc [2003] EWCA Civ 323, [2003] 1 All ER 830 [559](#), [561](#)
- Export Credits Guarantee Department v Universal Oil Products Co. [1983] 2 All ER 205; [1983] 1 WLR 339 [604](#), [608](#), [609](#)
- Factortame Ltd v Secretary of State for the Environment, Transport and the Regions (No. 2) [2002] EWCA Civ 932 [39](#), [227](#), [443](#), [485](#)
- Famosa Shipping Co Ltd v Armada Bulk Carriers Ltd (The Fanis) [1994] 1 Lloyd's Rep. 633 [598](#)
- Farley v Skinner [2001] 4 All ER 801 [616](#), [617](#), [622](#), [623](#)
- Farrell v Green [1974] 232 EG 587 [127](#)
- Fawcett v Smethurst [1914] 84 LJ KB 473 [112](#)
- Federal Commerce and Navigation Co. Ltd v Molena Alpha Inc [1979] 1 All ER 307; [1978] 3 WLR 991 [207](#), [502](#), [503](#), [523](#)
- Felthouse v Bindley [1862] 11 CBNS 869 [41](#), [64](#)
- Fercometal SARL v Mediterranean Shipping Co. SA (*The Simona*) [1989] AC 788 [507](#), [523](#)
- Fibrosa Spolka Akcyjna v Fairbairn Lawson Combe Barbour Ltd [1943] AC 32 [541](#), [546](#), [636](#)
- Financings Ltd v Stimson [1962] 3 All ER 386; [1962] 1 WLR 1184 [55](#)
- Finelvet AG v Vinava Shipping Co. Ltd [1983] 2 All 7ER 658; [1983] 1 WLR 1469 [535](#), [536](#)
- First National Bank plc v Achampong [2003] EWCA Civ 487 [274](#), [276](#), [422](#)
- Fisher v Bell [1961] 1 QB 394; [1960] 3 WLR 919 [21](#), [25](#), [48](#), [62](#)
- Fitch v Dewes [1921] 2 AC 158 [470](#)
- Fitch v Snedaker 38 NY 248 [1868] [29](#)
- Fitzgerald v Dressler [1859] 7 CBNS 374 [135](#)
- Flamar Interoccean Ltd v Denmac Ltd (*The Flamar Pride*) [1990] 1 Lloyd's Rep 434 [244](#)
- Flame SA v Glory Wealth Shipping PTE Ltd [2013] EWHC 3153 (Comm); [2014] 2 WLR 1405 [550](#)
- Flight v Bolland [1828] 4 Russ 298 [627](#), [633](#)
- Floods v Shand Construction [2000] BRL 81 [327](#)
- Flower v Sadler [1882] 10 QBD 572 [410](#)
- Foakes v Beer [1884] 9 App Cas 605 [85](#), [86](#), [87](#), [91](#), [93](#), [94](#), [95](#), [97](#)
- Foley v Classique Coaches Ltd [1934] 2 KB 1 [57](#)
- Force India Formula One Team Ltd v Etihad Airways PJSC [2009] EWHC 2768 [573](#), [621](#)
- Forsikringsaktieselskapet Vesta v Butcher [1986] 2 All ER 488; affirmed [1989] 1 All ER 404 (CA); [1989] AC 852 [334](#), [599](#)
- Forster and Sons Ltd v Suggett [1918] 35 TLR 87 [470](#)
- Frans Maas (UK) Ltd v Samsung Electronics (UK) Ltd [2004] EWHC 1502 (Comm), [2005] 2 All ER (Comm) 783 [249](#)
- Frederick E Rose (London) Ltd v William H Pim Jnr & Co. Ltd [1953] 2 QB 450; [1953] 2 All ER 7390 [390](#)
- Freeth v Barr [1874] LR 9 CP 208 [501](#), [523](#)
- Frost v Knight [1872] LR 7 Exch 111 [501](#), [523](#)
- Fulton Shipping Inc of Panama v Globalia Business Travel (formerly Travelplan SAU) of Spain, The New Flamenco [2015] EWCA Civ 1299 [597](#), [622](#)
- Galloway v Guardian Royal Exchange (UK) Ltd. [1999] LRLR 209 [310](#)
- Galoo Ltd v Bright Grahame Murray [1994] 1 All ER 16; [1994] 1 WLR 1360 [579](#)
- Gamerco SA v ICM/Fair Warning (Agency) Ltd [1995] 1 WLR 1226; [1995] 3 EMLR 263 [542](#)
- Gardline Shipping Ltd v Dyson and McCarthy [1998] (unreported) [570](#)
- Gator Shipping Corp v Trans-Asiatic Oil SA (*The Odenfeld*) [1978] 2 Lloyd's Rep 357 [509](#)
- Gebruder Metel Mann GmbH & Co KG v NBR (London) Ltd [1984] 1 Lloyd's Rep 614; [1984] 81 LS Gaz 515 (CA) [598](#)
- George Mitchell (Chesterhall) Ltd v Finney Lock Seeds [1983] 2 AC 803; [1983] 3 WLR 163 [153](#), [233](#), [244](#), [247](#), [249](#), [252](#), [284](#)
- George Wimpey UK Ltd v VIC Construction Ltd [2005] EWCA Civ 77 [390](#), [391](#)
- Geys v Société Générale [2013] 1 AC 523 [166](#), [169](#)

TABLE OF CASES

- Gibson v Manchester City Council [1979] 1 All ER 972; [1979] 1 WLR 194, reversing [1978] 1 WLR 520 [16, 17](#)
- Gillespie Bros & Co. v Cheney, Eggar and Co. [1896] 2 QB 59 [145](#)
- Glassbrook Bros v Glamorgan County Council [1925] AC 270 [76](#)
- Glegg v Bromley [1912] 3 KB 474 [693](#)
- Glencore Grain Rotterdam BV v Lebanese Organisation for International Commerce [1997] 4 All ER 514; [1997] 2 Lloyd's Rep 386 [518](#)
- Global Tankers Inc v Amercoat Europa NV [1975] 1 Lloyd's Rep 666 [34](#)
- Glory Wealth Shipping Pte Ltd v Korea Line Corp (*The Wren*) [2011] EWHC 1819 (Comm) [572, 598, 621](#)
- Glyn v Margetson [1893] AC 351 [231](#)
- Godley v Perry [1960] 1 WLR 9; [1960] 1 All ER 36 [188, 193](#)
- Golden Bear, The* [1987] 1 Lloyd's Rep 330; [1987] 1 FTLR 61 [10](#)
- Golden Strait Corporation v Nippon Yusen Kubishka Kaisha (*The Golden Victory*) [2007] UKHL 12; [2007] 2 AC 353 [570, 573, 574, 575, 576, 621](#)
- Goldsoll v Goldman [1915] 1 Ch 292 [483, 484](#)
- Goldsworthy v Brickell [1987] 1 All ER 853; [1987] 2 WLR 133; [1987] Ch 378 [408, 415](#)
- Gore v Van Der Lann [1967] 2 QB 31; [1967] 2 WLR 358 [656](#)
- Goulstone v Royal Insurance Co. [1858] 1 F & F 276 [344](#)
- G Percy Trentham Ltd v Archital Luxfer [1993] 1 Lloyd's Rep 25; 63 BLR 44 [16, 33, 36, 58, 645](#)
- Grainger and Son v Gough [1896] AC 325 [20](#)
- Gran Gelato Ltd v Richcliff (Group) Ltd [1992] 1 All ER 865; [1992] 2 WLR 867 [334, 335, 336, 349, 600](#)
- Grange v Quinn [2013] EWCA Civ 24; [2013] 2 EGLR 198 [553](#)
- Granville Oil and Chemicals Ltd v Davies Turner and Co. Ltd [2003] EWCA Civ 570; [2003] 1 All ER (Comm) 819 [248, 251](#)
- Graves v Graves [2007] EWCA Civ 660 [365, 366](#)
- Gray v Thames Trains [2009] UKHL 33; [2009] 4 All ER 81 [459, 460, 461, 486](#)
- Great Northern Railway Co. v Witham [1873] LR 9 CP 16 [23](#)
- Great Peace Shipping Ltd v Tsavliris Salvage (International) Ltd [2002] EWCA Civ 1407; [2002] 4 All ER 689 [355, 361, 382, 385, 395](#)
- Greenclose v National Westminster Bank plc [2014] EWHC (Ch) 1156 [48](#)
- Griffiths v Tower Publishing Co. Ltd [1897] 1 Ch 21 [697](#)
- Grist v Bailey [1966] 2 All ER 875; [1966] 3 WLR 618 [383](#)
- Gulf International Ltd v Groupe Chimique Tunisien [2009] EWHC 1684 (Comm); [2009] All ER (D) 164 (Jul) [39](#)
- GW Atkins Ltd v Scott [1980] 7 Const LJ 215 [566](#)
- G W Plowman & Son Ltd v Ash [1964] 1 WLR 568; [1964] 2 All ER 10 [475](#)
- Hadley v Baxendale [1854] 9 Exch 341 [517, 564, 567, 569, 571, 580, 581, 582, 583, 584, 588, 589, 590, 593, 594, 595, 596, 621](#)
- Halifax Mortgage Services Ltd v Stepsky [1996] 2 All ER 277; [1996] 2 WLR 230 [420](#)
- Hall v Hebert [1993] 2 SCR 159 [462, 465, 467](#)
- Halpern v Halpern [2007] EWCA Civ 291 [321, 407](#)
- Halsall v Brizell [1957] Ch 169; [1957] 2 WLR 123 [673](#)
- Hamsard 3147 Ltd (t/a Mini Mode Childrenswear) v Boots UK Ltd [2013] EWHC 3251 (Pat) [200](#)
- Hannah Blumenthal, The* [1983] 1 AC 854; [1982] 3 WLR 1149 [10](#)
- Hanover Insurance Brokers Ltd and Christchurch Insurance Brokers Ltd v Schapiro [1994] IRLR 82 [472, 474, 486](#)
- Hansa Nord, The*, see *Cehave NV v Bremer Handelgesellschaft GmbH*
- Harbutt's 'Plasticine' Ltd v Wayne Tank and Pump Co. Ltd [1970] 1 QB 447; [1970] 2 WLR 198 [232](#)
- Hardwick Game Farm v Suffolk Agricultural Association [1969] 2 AC 31; [1968] 3 WLR 110 [226, 281](#)
- Harlingdon & Leinster Enterprises Ltd v Christopher Hull Fine Art Ltd [1990] 1 All ER 737; [1990] 3 WLR 13 [188, 190](#)
- Harmony Shipping Co. SA v Davis [1979] 3 All ER 177 [442](#)
- Harris v Nickerson [1873] LR 8 QB 286 [20, 62](#)
- Harris v Sheffield United Football Club Ltd [1987] 2 All ER 838; [1987] 3 WLR 305 [77](#)
- Harris v Watson [1791] Peake 102 [79, 81](#)
- Harris v Wyre Forest District Council [1990] 1 AC 831; [1989] 2 WLR 790 [244](#)
- Harsten Developments Ltd v Bleaken [2012] EWHC 2704 (Ch) [327](#)
- Hartley v Ponsonby [1857] 7 E & B 872 [80](#)
- Hartog v Colin and Shields [1939] 3 All ER 566 [26, 370, 394](#)
- Harvela Investments Ltd v Royal Trust Co. of Canada (CI) Ltd [1986] AC 207; [1985] 3 WLR 276 [24](#)
- Harvey v Facey [1893] AC 552 [26, 27, 63](#)
- Harvey v VentilatorenFabrik Oelde GmbH [1988] Tr LR 138 [221](#)

- Hasham v Zenab [1960] AC 316; [1960] 2 WLR 374 [626](#)
- Hayes v James and Charles Dodd (a firm) [1990] 2 All ER 815 [614](#)
- Hayward v Zurich Insurance Co plc [2016] UKSC 48 [303](#)
- Hazell v Hammersmith and Fulham London Borough Council [1992] 2 AC 1; [1991] 2 WLR 372 [640](#)
- Hector v Lyons [1988] 58 P & CR 156 [373](#), [374](#)
- Hedley Byrne & Co. Ltd v Heller & Partners Ltd [1964] AC 465; [1963] 3 WLR 101 [245](#), [307](#), [312](#), [313](#), [314](#), [315](#), [334](#), [335](#), [336](#), [340](#), [347](#), [349](#)
- Heilbut, Symons & Co. v Buckleton [1913] AC 30 [147](#)
- Henkel v Pape [1870] LR 6 Ex 7 [29](#)
- Henthorn v Fraser [1892] 2 Ch 27 [45](#)
- Herbert Morris Ltd v Saxelby [1916] AC 688 [469](#)
- Herne Bay Steamboat Co. v Hutton [1903] 2 KB 683 [534](#)
- Heron II, The*, see *Koufos v Czarnikow Ltd*
- Hick v Raymond & Reid [1893] AC 22; 9 TLR 141 [497](#)
- HIH Casualty and General Insurance Ltd v New Hampshire Insurance Co. [2001] EWCA Civ 735; [2001] 2 All ER (Comm) 39 [224](#), [337](#), [349](#)
- HIH Casualty v Chase Manhattan Bank [2003] UKHL 6; [2003] 1 All ER (Comm) 349; [2003] 2 Lloyds Rep 61 [198](#)
- Hillas & Co. Ltd v Arcos Ltd [1932] 38 Com Cas 23 [33](#), [57](#)
- H (Minors), In re [1996] AC 563 [309](#)
- Hirachand Punamchand v Temple [1911] 2 KB 330 [92](#)
- Hirji Mulji v Cheong Yue Steamship Co. [1926] AC 497 [540](#), [546](#)
- Hochester v De La Tour [1853] 2 E & B 678 [501](#), [523](#)
- Hoenig v Isaacs [1952] 2 All ER 176; [1952] 1 TLR 1360 [493](#), [494](#), [521](#)
- Hollier v Rambler Motors (AMC) Ltd [1972] QB 71; [1972] 2 WLR 401 [227](#), [234](#), [282](#)
- Holman v Johnson [1775] 1 Cowp 341 [448](#), [453](#), [455](#), [463](#), [464](#), [465](#), [467](#), [485](#)
- Holt v Heatherfield Trust Ltd [1942] 2 KB 1 [694](#)
- Holwell Securities Ltd v Hughes [1974] 1 WLR 155; [1974] 1 All ER 161 [40](#), [45](#), [60](#), [61](#), [64](#)
- Home Counties Dairies Ltd v Skilton [1970] 1 All ER 1227; [1970] 1 WLR 526 [471](#)
- Hong Kong Fir Shipping Co. Ltd v Kawasaki Kisen Kaisha Ltd [1962] 1 All ER 474; [1962] 2 WLR 474 [204](#), [205](#), [207](#), [215](#), [494](#), [498](#), [499](#), [502](#), [523](#)
- Hooper v Oates [2013] EWCA Civ 91; 3 All ER 211 [569](#), [570](#), [621](#)
- Hornal v Neuberger Products Ltd [1957] 1 QB 247; [1956] 3 All ER 970 [309](#)
- Hounga v Allen [2014] UKSC 47 [462](#), [464](#), [465](#), [486](#)
- Hounslow Borough Council v Twickenham Garden Developments Ltd [1971] Ch 233 [514](#)
- Household Fire and Carriage Accident Insurance Co v Grant [1879] 4 Ex D 216 [44](#), [45](#), [60](#), [64](#)
- Howard-Jones v Tate [2011] EWCA Civ 1330; [2012] 2 All ER 369 [516](#)
- Howard v Shirlstar Container Transport Ltd [1990] 3 All ER 366; [1990] 1 WLR 1292 [450](#), [485](#)
- Howes v Bishop [1909] 2 KB 390 [412](#)
- Howe v Smith [1884] 27 ChD 89 [610](#)
- H Parsons (Livestock) Ltd v Uttley Ingham [1978] 1 All ER 525; [1977] 3 WLR 990 [584](#), [585](#), [586](#), [587](#)
- H (Minors), Re [1996] AC 563; [1996] 1 All ER 1 [309](#)
- Huddersfield Banking Co. Ltd v Henry Lister and Son Ltd [1895] 2 Ch 273 [383](#)
- Hughes v Asset Managers plc [1995] 3 All ER 669 (CA) [438](#), [440](#)
- Hughes v Liverpool Victoria Legal Friendly Society [1916] 2 KB 482 [453](#)
- Hughes v Metropolitan Railway Co. Ltd [1877] 2 App Cas 439 [87](#)
- Hughes v Pendragon Sabre Ltd (t/a Porsche Centre Bolton) [2016] EWCA Civ 18 [569](#), [621](#)
- Hughes v Pump House Hotel Co. [1902] 2 KB 190 [689](#), [690](#)
- Hunt and Winterbotham (West of England) Ltd v BRS (Parcels) Ltd [1962] 1 All ER 111; [1962] 2 WLR 162 [232](#)
- Hunt v Silk [1804] 5 East 449 [639](#)
- Hussey v Horne-Payne [1879] 4 App Cas 311; 43 JP 814 [102](#)
- Hutton v Warren [1836] 1 M & W 466 [196](#)
- Huyton SA v Peter Cremer GmbH & Co. [1999] 1 Lloyd's Rep 620 [405](#), [406](#)
- Hyde v Wrench [1840] 3 Beav 334 [31](#), [34](#), [54](#), [63](#), [65](#)
- Hyman v Hyman [1929] AC 601 [442](#), [446](#)
- Hyundai Heavy Industries Co. Ltd v Papadopoulos [1980] 2 All ER 29; [1980] 1 WLR 1129 [610](#)
- IFE Fund SA v Goldman Sachs International [2006] EWHC 2887 (Comm); [2007] 1 Lloyd's Rep 264 [342](#)
- Imageview Management Ltd v Jack [2009] EWCA Civ 63 [175](#)
- Impala Warehousing and Logistics (Shanghai) Co Ltd v Wanxiang Resources (Singapore) Pte Ltd [2015] EWHC 811 [222](#)
- Inche Noriah v Shaik Allie Bin Omar [1929] AC 127 [416](#)
- Inclusive Technology v Williamson [2009] EWCA Civ 718 [294](#), [295](#)

TABLE OF CASES

- ING Bank NV v Ros Roca SA [2011] EWCA Civ 353; [2012] 1 WLR 472 [164](#)
- Ingram v Little [1960] 3 All ER 332; [1960] 3 WLR 504 [377](#), [378](#), [379](#)
- Inntrepreneur Pub Co. v East Crown Ltd [2000] 2 Lloyd's Rep 611 [148](#), [213](#), [337](#), [349](#)
- Interfoto Picture Library Ltd v Stiletto Visual Programmes Ltd [1988] 1 All ER 348; [1988] 2 WLR P & CR 615 [36](#), [222](#), [263](#), [277](#)
- International Sales and Agencies Ltd v Marcus [1982] 3 All ER 551; [1982] 2 CMLR 46 [119](#)
- Internet Broadcasting Corp. Ltd (t/a NETTV) v MAR LLC (t/a MARHedge) [2009] EWHC 844 (Ch); [2010] 1 All ER (Comm) 112 [233](#), [282](#)
- Introductions Ltd v National Provincial Bank Ltd [1970] Ch 199; [1969] 2 WLR 791 [118](#)
- Investors Compensation Scheme Ltd v West Bromwich Building Society [1998] 1 WLR 896 [151](#), [152](#), [155](#), [170](#), [198](#), [213](#), [215](#), [595](#)
- Isabella Shipowner SA v Shagang Shipping Co. Ltd (*The Aquafaitth*) [2012] EWHC 1077 (Comm); [2012] 2 All ER (Comm) 461 [511](#)
- Islamic Republic of Iran Shipping Lines v Steamship Mutual Underwriting Association (Bermuda) Ltd [2010] EWHC 2661; [2011] 2 All ER (Comm) 609 [537](#)
- Jackson v Horizon Holidays Ltd [1975] 1 WLR 1468; [1975] 3 All ER 92 [614](#), [623](#), [654](#), [655](#), [664](#), [671](#), [673](#), [680](#), [683](#)
- Jackson v Royal Bank of Scotland plc [2005] UKHL 3; [2005] 2 All ER 71 [585](#), [588](#)
- Jackson v Union Marine Insurance Co. Ltd [1874] LR 10 CP 125 [540](#), [546](#)
- Jacobs v Batavia and General Plantations Trust [1924] 1 Ch 287 [144](#)
- Jagger v Sawyer [1995] 1 WLR 269 [556](#)
- JA Mont (UK) Ltd v Mills [1993] IRLR 173; [1994] *The Times*, 7 January [471](#), [473](#)
- Jarvis v Swan Tours Ltd [1973] 1 QB 233; [1972] 3 WLR 954 [614](#), [615](#), [616](#), [623](#)
- JEB Fasteners Ltd v Marks Bloom & Co. [1983] 1 All ER 583 [299](#), [346](#)
- Jenkins v Livesey (formerly Jenkins) [1985] A.C. 424 [294](#)
- Jennings v Rundall [1799] 8 Term Rep 335 [115](#), [122](#)
- J Evans and Son (Portsmouth) Ltd v Andrea Merzario Ltd [1976] 2 All ER 930; [1976] 1 WLR 1078 [146](#)
- J Lauritzen AS v Wijsmuller BV [1990] 1 Lloyd's Rep 1 [539](#)
- JM Allan (Merchandising) Ltd v Cloke [1963] 2 All ER 258; [1963] 2 WLR 899 [452](#), [485](#)
- Jobson v Johnson [1989] 1 All ER 621; [1989] 1 WLR 1026 [605](#)
- John Grimes Partnership Ltd v Gubbins [2013] EWCA Civ 37; [2013] 2 EGLR 31 [594](#)
- Johnson Matthey Bankers Ltd v State Trading Corporation of India [1984] 1 Lloyd's Rep 427 [36](#)
- Johnson v Agnew [1980] AC 367; [1979] 2 WLR 487 [516](#), [556](#), [569](#), [620](#), [621](#), [631](#)
- Jon Beauforte Ltd, *Re* [1953] Ch 131; [1953] 2 WLR 465 [118](#)
- Jones v Humphreys [1902] 1 KB 10 [689](#)
- Jones v Padavatton [1969] 1 WLR 328; [1969] 2 All ER 616 [100](#), [107](#)
- Jones v Vernon's Pools Ltd [1938] 2 All ER 626 [101](#), [107](#)
- Joscelyne v Nissen [1970] 2 QB 86; [1970] 2 WLR 509 [129](#), [387](#)
- Junior Books Ltd v Veitchi Co. Ltd [1983] 1 AC 520; [1982] 3 WLR 477 [656](#)
- Karsales (Harrow) Ltd v Wallis [1956] 1 WLR 936; [1956] 2 All ER 866 [231](#), [282](#)
- Kay, *Re* [1939] ChD 329 [134](#), [497](#), [681](#)
- Kearley v Thomson [1890] 24 QBD 742 [454](#), [485](#)
- Keir v Leeman [1846] 9 QB 371 [443](#)
- Kennedy v Van Emden [1997] 74 P & CR 19; [1997] 2 EGLR 137 [570](#), [621](#)
- Kingsnorth Trust Ltd v Bell [1986] 1 All ER 423; [1986] 1 WLR 119 [412](#)
- King's Norton Metal Co. Ltd v Edridge, Merrett and Co. Ltd [1897] 14 TLR 98 [373](#), [375](#), [376](#), [394](#), [395](#)
- Kiriri Cotton Co. Ltd v Dewani [1960] AC 192; [1962] 2 WLR 127 [453](#), [485](#)
- Kirkham v Marter [1819] 2 B & Ald 613 [131](#)
- Kleinwort Benson Ltd v Lincoln City Council [1999] 2 AC 349 [290](#), [291](#), [314](#), [345](#)
- Kleinwort Benson Ltd v Malaysia Mining Corporation Bhd [1989] 1 All ER 785; [1989] 1 WLR 379 [104](#), [105](#), [108](#), [134](#)
- Knutt v Bolton [1995] 45 Con LR 127; [1995] *Independent*, 8 May (CA) [616](#)
- Koch Marine Inc. v d'Amica Societa di Navigazione (*The Elena d'Amico*) [1980] 1 Lloyd's Rep 75 [571](#), [572](#), [575](#), [597](#), [621](#)
- Kolmar Group AG v Traxpo Enterprises Pvt Ltd [2010] EWHC 113; [2011] 1 All ER (Comm) 46 [404](#), [406](#)
- Koufos v Czarnikow Ltd (*The Heron II*) [1969] 1 AC 350; [1967] 3 WLR 1491 [583](#), [594](#), [621](#)

- KPMG LLP v Network Rail Infrastructure Ltd [2007] Bus LR 1336 [162](#)
- Krell v Henry [1903] 2 KB 740 [534](#), [538](#), [541](#)
- Kyle Bay Ltd (t/a Astons Nightclub) v Underwriters Subscribing under Policy No. 019057/08/01 [2007] EWCA Civ 57; [2007] Lloyd's Rep IR 460 [364](#)
- Lambert v Co-operative Insurance Society Ltd [1975] 2 Lloyd's Rep 485 [316](#)
- Lampleigh v Braithwait [1615] Hob 105 [70](#), [71](#), [96](#)
- Lane v O'Brien Homes Ltd [2004] EWHC 303 [559](#)
- Lansing Linde Ltd v Kerr [1991] 1 All ER 418; [1991] 1 WLR 251 [631](#)
- Lasky v Economy Grocery Stores 65 NE 305 [1946] (US) [21](#)
- Law Debenture Trust Corporation plc v Ural Caspian Oil Corporation Ltd [1993] 2 All ER 355; [1993] 1 WLR 138 [327](#), [667](#)
- Lawrence David Ltd v Ashton [1991] 1 All ER 385; [1989] IRLR 22 [631](#)
- Law v Jones [1974] Ch 112; [1973] 2 WLR 994 [126](#), [127](#)
- Lazard Bros and Co. Ltd v Fairfi eld Properties (Mayfair) Ltd [1977] 121 SJ 793 [629](#)
- Lazenby Garages Ltd v Wright [1976] 1 WLR 459; [1976] 2 All ER 770 [568](#)
- Leaf v International Galleries [1950] 2 KB 86; [1950] 1 All ER 693 [323](#), [348](#), [359](#), [360](#), [394](#)
- Leeder v Stevens [2005] EWCA Civ 50; [2005] All ER (D) 40 (Jan) [411](#)
- Leeds United Football Club v Chief Constable of West Yorkshire Police [2012] EWHC 2113 (QB) [77](#)
- Leng & Co. Ltd v Andrews [1909] 1 Ch 763 [475](#)
- Leonidas D, The*, see *Allied Marine Transport Ltd v Vale Do Rio Doce Navegação SA*
- Les Affréteurs Réunis SA v Leopold Walford (London) Ltd [1919] AC 801 [659](#), [684](#)
- Les Laboratoires Servier v Apotex Inc [2012] EWCA Civ 593; [2013] Bus LR 80; [2014] UKSC 55 [434](#), [461](#), [462](#), [463](#)
- L'Estrange v Graucob [1934] 2 KB 394 [218](#), [281](#), [392](#)
- Levison v Patent Steam Carpet Cleaning Co. Ltd [1977] 3 WLR 90; [1977] 3 All ER 498 [242](#), [243](#), [244](#)
- Levy v Baillie [1831] 7 [344](#)
- Lewis v Averay [1971] 3 All ER 907; [1971] 3 WLR 603 [378](#)
- Liberty Mercian Ltd v Cuddy Civil Engineering Ltd [2013] EWHC 2688; [2014] Build LR 179 [388](#), [391](#)
- Linden Gardens Trust Ltd v Lenesta Sludge Disposals Ltd [660](#), [662](#), [696](#)
- Littlewoods Organisation Ltd v Harris [1977] 1 WLR 1472; [1978] 1 All ER 1026 [471](#), [473](#)
- Liverpool City Council v Irwin [1977] AC 239; [1976] 2 WLR 562; [1976] 2 All ER 39 [165](#), [170](#), [174](#), [214](#), [532](#)
- Lloyds Bank Ltd v Bundy [1975] QB 326; [1974] 3 WLR 501 [412](#), [413](#), [428](#), [432](#)
- Lloyds Bank plc v Waterhouse [1991] Fam Law 23; [1993] 2 FLR 97 [393](#)
- London and Northern Bank, *Re* [1900] 1 Ch 220 [44](#), [64](#)
- London Borough of Newham v Khatan [2004] EWCA Civ 55 [259](#)
- Long v Lloyd [1958] 1 WLR 753; [1958] 2 All ER 402 [322](#)
- Lord Elphinstone v Monkland Iron and Coal Co. [604](#)
- Lord Strathcona Steamship Co. v Dominion Coal Co. Ltd [1926] AC 108; 95 LJPC 71; [1925] All ER Rep 87 [666](#), [684](#)
- Lordvale Finance plc v Bank of Zambia [1996] QB 752 [604](#), [605](#), [607](#)
- Love and Stewart v S Instone & Co. Ltd [1917] 33 TLR [475](#) [102](#)
- Lovell and Christmas Ltd v Wall [1911] 104 LT 85 [149](#)
- Lovell Projects Ltd v Legg and Carver [2003] 1 BLR 452 [268](#)
- Lowe v Lombank Ltd [1960] 1 WLR 196; [1960] 1 All ER 611 [338](#), [339](#), [350](#)
- Lumley v Wagner [1852] 1 De GM & G 604 [630](#), [631](#)
- Lunn Poly Ltd v Liverpool and Lancashire Properties Ltd [2006] EWCA Civ 430; [2006] 2 EGLR 29 [562](#)
- Lupofresh Limited v Sapporo Breweries Limited (A company incorporated under the laws of Japan) [2013] EWCA Civ 948 [407](#)
- Luxor (Eastbourne) Ltd v Cooper [1941] AC 108 [53](#), [65](#), [168](#)
- Macleod v MacLeod [2008] UKPC 64; [2010] 1 AC 298 [446](#)
- Macmahon v Macmahon [1913] 1 IR 428 [447](#)
- Magee v Pennine Insurance Co. Ltd [1969] 2 All ER 891; [1969] 2 WLR 1278 [383](#), [384](#)
- Mahkutai, The* [1996] 2 Lloyd's Rep 1 [669](#), [670](#), [679](#)
- Mahmoud and Ispahani, *Re* [1921] 2 KB 716 [436](#), [453](#), [484](#), [485](#)
- Makdessi v Cavendish Square Holdings BV [2013] EWCA Civ 1539; [2014] 3 All ER (Comm) 125 [602](#), [605](#), [606](#), [608](#), [622](#)
- Malik v Bank of Credit and Commerce International SA [1977] 3 All ER 1 [175](#)

- Manchester Diocesan Council for Education v Commercial and General Investments Ltd [1969] 3 All ER 159; [1970] 1 WLR 241 [45](#), [60](#), [64](#)
- Manifest Shipping Co. Ltd v Uni-Polaris Shipping Co. Ltd [2001] UKHL 1, [2003] 1 AC 469; [2001] 2 WLR 170 [202](#), [310](#), [345](#), [347](#)
- Mannai Investment Co. Ltd v Eagle Star Life Assurance Co. Ltd [1997] AC 749; [1997] 3 All ER 352 [152](#), [154](#), [159](#)
- Maple Flock Co. Ltd v Universal Furniture Producers (Wembley) Ltd [1934] 1 KB 148 [506](#)
- Maple Leaf Macro Volatility Mast Fund v Rouvroy [2009] 1 Lloyd's Rep 475 [103](#)
- Maredelanto Compania Naviera SA v Bergbau-Handel GmbH (*The Mihalis Angelos*) [1970] 3 All ER 25; [1970] 3 WLR 601; [1971] 1 QB 164 [205](#), [215](#), [523](#), [575](#), [576](#)
- Maritime National Fish Ltd v Ocean Trawlers Ltd [1935] AC 524 [539](#)
- Marks and Spencer plc v BNP Paribas Securities Services Trust Co (Jersey) Ltd [2015] UKSC 72 [154](#), [166](#), [168](#), [171](#), [173](#), [174](#)
- Marley Tile Co. Ltd v Johnson [1982] IRLR 75 [475](#)
- Martell v Consett Iron Co. Ltd [1955] Ch 363; [1955] 2 WLR 463 [443](#)
- Maskell v Horner [1915] 3 KB 106 [398](#), [430](#)
- Mason v Provident Clothing and Supply Co. [1913] AC 724 [470](#)
- Massey v Midland Bank plc [1995] 1 All ER 929; [1995] 27 HLR 227 [419](#)
- May & Butcher v R [1934] 2 KB 17n [56](#)
- McAlpine Capital Projects Ltd v Tilebox Ltd [2005] BLR 271 [605](#)
- McArdle, Re [1951] Ch 669; [1951] 1 All ER 905 [70](#), [71](#), [96](#)
- McCullagh v Lane Fox and Partners Ltd [1995] EGCS 195; [1995] *The Times*, 22 December (CA) [313](#)
- McCutcheon v David MacBrayne Ltd [1964] 1 All ER 430; [1964] 1 WLR 125 [225](#), [281](#)
- McManus v Fortescue [1907] 2 KB 1 [22](#)
- McRae v Commonwealth Disposals Commission [1951] 84 CLR 377 [356](#), [357](#), [360](#), [362](#), [365](#), [554](#), [612](#)
- Mediterranean Salvage and Towage Ltd v Seamar Trading and Commerce Inc (*The Reborn*) [2009] EWCA Civ 531; [2010] 1 All ER (Comm) 1 [170](#), [171](#)
- Meli Bank plc v Holbud Ltd [2013] EWHC 1506 (Comm) [537](#)
- Merritt v Merritt [1970] 1 WLR 1121; [1970] 2 All ER 760 [99](#), [107](#)
- Mersey Steel & Iron Co. v Naylor Benzon and Co. [1884] 9 App Cas 434 [502](#), [523](#)
- MFM Restaurants Pte Ltd v Fish & Co. Restaurants Pte Ltd [2011] 1 SLR 150; [2010] SGCA 36 [595](#)
- Mid Essex Hospital Service NHS Trust v Compass Group UK and Ireland Ltd (t/a Medirest) [2013] EWCA Civ 200; [2013] BLR 265 [201](#), [215](#)
- Midland Bank plc v Shephard [1988] 3 All ER 17 [412](#), [431](#)
- Midland Bank Trust Co. Ltd v Green [1981] AC 513; [1980] 125 SJ 33 [75](#), [130](#)
- Mihalis Angelos, The*, see *Maredelanto Compania Naviera SA v Bergbau-Handel GmbH*
- Miller Paving Ltd v B Gottardo Construction Ltd [2007] ONCA 422 [386](#)
- Milroy v Lord [1862] 4 De GF & J 264 [693](#)
- M & J Polymers Ltd v Imerys Minerals Ltd [2008] 1 Lloyd's Rep 541 [605](#)
- Mohamed Aziz v Caixa d'Estalvis de Catalunya, Tarragona i Manresa (Catalunyacaixa) (Case C-415/11) [2013] 3 CMLR 89 [267](#), [270](#)
- Mohamed v Alaga & Co. (a firm) [1999] 3 All ER 699; [2000] 1 WLR 1815 [436](#)
- Monarch Airlines Ltd v London Luton Airport Ltd [1997] CLC 698 [247](#)
- Mondial Shipping and Chartering BV v Astarce Shipping Ltd [1995] CLC 1011 [46](#), [64](#)
- Moorcock, The* [1889] 14 PD 64 [168](#), [170](#), [173](#), [174](#)
- Moore & Co. v Landauer & Co., Re [1921] 2 KB 519 [491](#), [492](#), [521](#)
- Moore v Piretta PTA Ltd [1999] 1 All ER 174; [1998] *The Times*, 5 May [599](#)
- Morris v Baron & Co. [1918] AC 1 [526](#), [528](#)
- Moschi v Lep Air Services Ltd [1973] AC 331; [1972] 2 WLR 1175 [134](#), [515](#)
- Moses v Macferlan [1760] 2 Burr 1005 [635](#)
- Motours Ltd v Euroball (West Kent) Ltd [2003] EWHC 614 (QB) [249](#)
- Mountstephen v Lakeman [1871] LR 7 QB 196 [133](#)
- M & S Drapers (A Firm) v Reynolds [1957] 1 WLR 9; [1956] 3 All ER 814 [474](#)
- Mulvenna v Royal Bank of Scotland plc [2003] EWCA Civ 1112; [2003] All ER (D) 439 (Jul) [591](#)
- Munt v Beasley [2006] EWCA Civ 370; [2006] All ER (D) 29 (Apr) [389](#)
- Murphy v Brentwood District Council [1991] 1 AC 398; [1990] 3 WLR 414 [671](#)
- Murray v Leisureplay plc [2005] EWCA Civ 963 [605](#)
- Museprime Properties Ltd v Adhill Properties Ltd [1990] 36 EG 114; [1990] EGLR 196 [299](#), [346](#)
- Mutual Life and Citizen's Insurance Co. Ltd v Evatt [1971] AC 793; [1971] 2 WLR 23 [313](#)

- Napier v National Business Agency Ltd [1951] 2 All ER 264; [1951] 95 SJ 528 [482](#), [487](#)
- Nash v Inman [1908] 2 KB 1 [111](#)
- National Carriers Ltd v Panalpina (Northern) Ltd [1981] AC 675; [1981] 1 All ER 161 [532](#), [533](#), [538](#)
- National Westminster Bank plc v Morgan [1985] 1 All ER 821; [1985] 2 WLR 588 [409](#), [413](#), [431](#)
- National Westminster Bank plc v Utrecht-America Finance Co [2001] EWCA Civ 658 [154](#)
- Naughton v O’Callaghan [1990] 3 All ER 191 [322](#)
- Newbiggin v Adam [1886] 34 ChD 582 [427](#)
- Newfoundland Government v Newfoundland Railway Co. [1888] 13 App Cas 199 [699](#)
- New Zealand Shipping Co. Ltd v A M Satterthwaite & Co. Ltd (*The Eurymedon*) [1975] AC 154; [1974] 2 WLR 865; [1974] 1 Lloyd’s Rep 534 [17](#), [35](#), [81](#), [84](#), [235](#), [654](#), [664](#), [669](#)
- Nichols Advanced Vehicle Systems Inc. v De Angelis (21 December 1979) (unreported) [631](#)
- Nimmo v Habton Farms [2003] 1 All ER 1136 (CA) [631](#)
- Nissan UK Ltd v Nissan Motor Manufacturing (UK) Ltd [1994] *Independent*, 26 October [40](#)
- Nordenfelt v Maxim Nordenfelt Guns and Ammunition Co. [1894] AC 535 [468](#), [486](#), [630](#), [633](#)
- North Ocean Shipping Co. Ltd v Hyundai Construction Co. Ltd (*The Atlantic Baron*) [1979] QB 705; [1979] 3 WLR 419; [1978] 3 All ER 1170 [80](#), [399](#), [405](#), [701](#)
- Norton v Reilly [1764] 2 Eden 286 [409](#)
- Nurdin and Peacock plc v D B Ramsden and Co. Ltd (No 2) [1999] 1 All ER 941; [1999] 1 WLR 1249 [643](#)
- Occidental Worldwide Investment Corporation v Skibs A/S Avanti (*The Sibeon and The Sibotre*) [1976] 1 Lloyd’s Rep 293 [398](#)
- Oceanbulk Shipping and Trading SA v TMT Asia Ltd [2010] UKSC 44 [159](#)
- Ocean Chemical transport Inc v Exnor Craggs Ltd [2000] 1 All ER (Comm) 519 [223](#), [281](#)
- Ocean Marine Navigation Ltd v Koch Carbon Inc (*The Dynamic*) [2003] 2 Lloyd’s Rep 693 [511](#)
- Odenfeld, The*, see *Gator Shipping Corp v Trans-Asiatic Oil SA (The Odenfeld)*
- Office of Fair Trading v Abbey National plc [2009] UKSC 6; [2010] 1 All ER 667 [272](#), [273](#)
- Office of Fair Trading v Ashbourne Management Services Ltd [2011] EWHC 1237 [264](#), [274](#)
- Office of Fair Trading v Foxtons Ltd [2009] EWCA Civ 288; [2009] 3 All ER 697 [278](#), [279](#)
- Offord v Davies [1862] 12 CBNS 748 [23](#)
- Olley v Marlborough Court Ltd [1949] 1 KB 532; [1949] 1 All ER 127 [224](#), [281](#)
- Omak Maritime Ltd v Mamola Challenger Shipping Co. [2010] EWHC 2026 (Comm); [2011] Bus LR 212; [2011] 2 All ER (Comm) 155 [550](#), [552](#), [553](#)
- OMV Petrom SA v Glencore International AG [2016] EWCA Civ 778 [330](#)
- Oscar Chess Ltd v Williams [1957] 1 All ER 325; [1957] 1 WLR 370 [142](#), [143](#), [212](#), [213](#)
- O’Sullivan v Management and Music Ltd [1985] QB 428; [1984] 3 WLR 448 [426](#), [432](#)
- Overbrooke Estates Ltd v Glencombe Properties Ltd [1974] 1 WLR 1335; [1974] 3 All ER 511 [342](#)
- Overland Shoes Ltd v Schenkers Ltd [1998] 1 Lloyd’s Rep 498 [251](#)
- Overseas Medical Supplies Ltd v Orient Transport Services Ltd [1999] CLC 1243 [252](#)
- Overy v Paypal (Europe) Ltd [2012] EWHC 2659 (QB) [258](#)
- Page One Records Ltd v Britton [1968] 1 WLR 157; [1968] 111 SJ 944 [631](#)
- Pagnan SpA v Feed Products Ltd [1987] 2 Lloyd’s Rep 601 [102](#)
- Pan Atlantic Insurance Co. Ltd v Pine Top Insurance Co. Ltd [1995] 1 AC 501 [299](#), [300](#), [317](#), [346](#)
- Panatown Ltd v Alfred McAlpine Construction Ltd [2000] 4 All ER 97 [660](#)
- Panayiotou v Sony Music International (UK) Ltd [1994] 1 All ER 755; [1994] 2 WLR 241 [479](#), [481](#)
- Panchaud Frères SA v Établissements General Grain Co. [1970] 1 Lloyd’s Rep 53 [508](#), [518](#)
- Pankhania v Hackney LBC [2002] EWHC 2441 [291](#), [314](#), [345](#)
- Pao On v Lau Yiu Long [1979] 3 All ER 65; [1979] 3 WLR 435; [1980] AC 614 [71](#), [84](#), [400](#), [401](#), [405](#), [700](#)
- Papera Traders Co. Ltd v Hyundai Merchant Marine Co. Ltd [2002] 2 All ER (Comm) 1083 [445](#)
- Paradine v Jane [1647] Aleyn 26 [530](#), [531](#)
- Parker v South Eastern Railway Co. [1877] 2 CPD 416 [219](#), [281](#)
- Parker v Taswell [1858] 2 De G & J 559 [128](#)
- ParkingEye Ltd v Beavis [2015] EWCA Civ 402; [2015] UKSC 67 [269](#), [270](#), [602](#), [606](#), [622](#)
- Parkingeye Ltd v Somerfield Stores Ltd [2012] EWCA Civ 1338; [2013] QB 840 [434](#), [438](#), [439](#), [461](#), [463](#), [464](#), [484](#)
- Partridge v Crittenden [1968] 2 All ER 421; [1968] 1 WLR 1204 [20](#), [62](#)
- Patel v Ali [1984] Ch 283; [1984] 2 WLR 960 [626](#), [676](#)

- Patel v Mirza [2014] EWCA Civ 1047; [2016] UKSC 42
449, 455, 464, 465, 467, 468, 485
- Patrick v Russo-British Grain Export Co. [1927] 2 KB
535 567
- Payne v Cave [1789] 3 Term Rep 148 22, 49
- Payzu Ltd v Saunders [1919] 2 KB 581 598
- Pearce v Brooks [1866] LR 1 Ex 213 447, 485
- Peekay Intermark Ltd v ANZ Banking Group Ltd
[2006] EWCA Civ 386; [2006] 2 Lloyd's Rep 511 218,
301, 337, 339, 341, 346, 349, 350
- Pell Frischmann Engineering Ltd v Bow Valley Iran
Ltd [2009] UKPC 45; [2010] 4 LRC 200 562
- Penn v Lord Baltimore [1750] 1 Ves Sen 444 630
- Percy v Church of Scotland Board of National Mission
[2005] UKHL 73; [2006] 4 All ER 1345 107
- Peregrine Systems Ltd v Steria Ltd [2005] EWCA Civ
239 497
- Perry v Sidney Phillips & Son (a firm) [1982] 3 All ER
705; [1982] 1 WLR 1297 614
- Peter Symmons & Co. v Cook [1981] 131 NLJ 758 258
- Pettit v Pettit [1970] AC 777; [1969] 2 WLR 966 100
- Peyman v Lanjani [1985] Ch 457 519, 520
- Pharmaceutical Society of Great Britain v Boots Cash
Chemists (Southern) Ltd [1952] 2 All ER 456; [1953]
1 All ER 482 21, 25, 62
- Philips Hong Kong Ltd v Attorney-General of Hong
Kong [1993] 9 Const LJ 202; [1993] 61 BLR 41 604,
622
- Phillips Products Ltd v Hyland [1987] 2 All ER 620;
[1987] 1 WLR 659 (CA) 255
- Phillips v Brooks Ltd [1919] 2 KB 243 377, 379, 395
- Photo Production Ltd v Securicor Transport Ltd [1980]
AC 827; [1980] 2 WLR 283 153, 232, 282, 401, 516
- Picardi v Cuniberti [2002] EWHC 2923 (TCC); [2003]
BLR 487 268
- Pickfords Ltd v Celestica Ltd [2003] EWCA Civ 1741;
[2003] All ER (D) 265 (Nov) 30, 36, 50
- Picton Jones and Co. v Arcadia Developments [1989] 3
EG 85 444, 485
- Pilkington v IRC [1964] AC 612; [1962] 3 All ER 622
700
- Pilkington v Wood [1953] 2 Ch 770; [1953] 3 WLR 522
598
- Pindell Ltd v Air Asia Bhd [2010] EWHC 2516 (Comm);
[2011] 2 All ER (Comm) 396 594
- Pink Floyd Music Ltd v AMI Records Ltd [2010] EWCA
Civ 1429; [2011] 1 WLR 770 155, 162
- Pinnel's case [1602] 5 Co. Rep 117a 85, 86, 87, 92, 93,
94, 95, 96, 97, 526, 528
- Pioneer Shipping Ltd v BTP Tioxide Ltd (*The Nema*)
[1981] 2 All ER 1030; [1981] 3 WLR 292 535, 536
- Planché v Colburn [1831] 8 Bing 14 495, 522, 645
- Port Jackson Stevedoring Pty Ltd v Salmond and
Spraggon Pty (Australia) Ltd (*The New York Star*)
[1980] 3 All ER 257; [1981] 1 WLR 138 669, 684
- Port Line Ltd v Ben Line Steamers Ltd [1958] 2 QB 146;
[1958] 2 WLR 551 666, 668
- Poussard v Spiers and Pond [1876] 1 QBD 410 180, 203,
215
- Powell v Lee [1908] 99 LT 284 40, 41, 64
- Powell v Powell [1900] 1 Ch 243 410, 431
- Prenn v Simmonds [1971] 3 All ER 237; [1971] 1 WLR
1381 150, 151, 152, 153, 155, 156, 157, 156, 157,
158, 213
- President of the Methodist Conference v Parfitt [1984]
QB 368 106
- Pretty Pictures v Quixote Films Ltd [2003] EWHC 311
(QB) 47
- Price v Easton [1833] 4 B & Ad 433 73, 96
- Price v Strange [1978] Ch 337; [1977] 3 WLR 943 627,
628
- Printing and Numerical Registering Co v Sampson
[1875] LR 19 Eq 462 8, 441
- Pritchard v Briggs [1980] Ch 338; [1979] 3 WLR 868
128
- Proactive Sports Management Ltd v Rooney [2011]
EWCA Civ 1444; [2012] IRLR 241 410
- Proctor & Gamble Co v Svenska Cellulosa
Aktiebolaget SCA [2012] EWCA Civ 1413 155
- Proform Sports Management Ltd v Proactive Sports
Management Ltd [2006] EWHC 2903 (Ch); [2007]
1 All ER 542 113
- Progress Bulk Carriers Ltd v Tube City IMS LLC (*The
Cenk Kaptanoglu*) [2012] EWHC 273 (Comm);
[2012] 2 All ER (Comm) 855 404
- Prudential Assurance Co. Ltd v Ayres [2007] EWHC
775 (Ch); [2007] 3 All ER 946 675
- Pryce, *Re* [1917] 1 ChD 9 681
- Puerto Buitrago, The*, see Attica Sea Carriers
Corporation v Ferrosaal Poseidon Bulk Reederei
GmbH (*The Puerto Buitrago*)
- P v P [1957] NZLR 854 91
- Pym v Campbell [1856] 6 E & B 370 145
- Quenerduaine v Cole [1883] 32 WR 185 45
- Quinn v Burch Bros (Builders) Ltd [1966] 2 QB 370;
[1966] 2 WLR 1017 601
- Q v Q [2008] EWHC 1874 (Fam); [2009] 1 FLR 935
454
- Radmacher v Granatino [2010] UKSC 42; [2011] 1 All
ER 373 446

- Raffles *v* Wichelhaus [1864] 2 H&C 906 368, 394
- Raiffeisen Zentralbank Osterreich AG *v* Royal Bank of Scotland [2010] EWHC 1392; [2010] All ER (D) 111 (Jun) 300, 317, 339, 343, 346, 350
- Raineri *v* Miles [1981] AC 1050; [1980] 2 WLR 847 496, 522
- Rainy Sky SA *v* Kookmin Bank [2011] UKSC 50; [2012] 1 All ER (Comm) 1 10, 154, 162
- Ramsgate Victoria Hotel Co. Ltd *v* Montefiore [1866] LR 1 Ex 109 54, 65
- Rank Enterprises *v* Gerard [2000] 1 All ER (Comm) 449 155
- R & B Customs Brokers Co. Ltd *v* United Dominions Trust Ltd (Saunders Abbott [1980] Ltd, third party) [1988] 1 All ER 847; [1988] 1 WLR 321 178, 258
- Reading Festival Ltd *v* West Yorkshire Police Authority [2006] EWCA Civ 524; [2006] 1 WLR 2005 78
- Reardon Smith Line Ltd *v* Yngvar Hansen-Tangen [1976] 1 WLR 989; [1976] 3 All ER 570 150, 151, 152, 153, 207, 213, 215, 492
- Redgrave *v* Hurd [1881] 20 ChD 1 302, 303, 306, 314, 335, 342, 346, 600
- Regalian Properties plc *v* London Dockland Development Corporation [1995] 1 WLR 212; [1995] 1 All ER 1005 645
- Regus (UK) Ltd *v* Epcot Solutions Ltd [2008] EWCA Civ 361; [2009] 1 All ER (Comm) 586 249, 250
- Reichman *v* Beveridge [2006] EWCA Civ 1659; [2007] Bus LR 412 513
- Reigate *v* Union Manufacturing Co (Ramsbottom) Ltd [1918] 1 KB 592 169
- Republic of India *v* India Steamship Co. [1998] AC 878; [1997] 4 All ER 380 163
- Richardson *v* Mellish [1924] 2 Bing 229 441
- Riverplate Properties Ltd *v* Paul [1975] Ch 133 384, 391
- Roberts *v* Gray [1913] 1 KB 520 111
- Robinson, *Re* [1884] 27 ChD 160 697
- Robinson *v* Harman [1848] 1 Ex 855 550, 553, 563, 620
- Robophone Facilities Ltd *v* Blank [1966] 1 WLR 1428; [1966] 3 All ER 128 606, 619
- Rock Refrigeration Ltd *v* Jones [1997] 1 All ER 1; [1996] IRLR 675 475
- Rogers *v* Parish (Scarborough) Ltd [1987] 2 All ER 232; [1987] 2 WLR 353 188, 191
- Rolled Steel Products (Holdings) Ltd *v* British Steel Corporation [1985] 3 All ER 1016; [1985] 2 WLR 908 118
- Rolls-Royce Power Engineering plc *v* Ricardo Consulting Engineers Ltd [2003] EWHC 2871 (TCC); [2004] 2 All ER (Comm) 129 660
- Rondel *v* Worsley [1969] 1 AC 191; [1967] 3 WLR 1666 313
- Roscorla *v* Thomas [1842] 3 QB 234 70, 96
- Rose and Frank Co. *v* J R Crompton and Bros [1925] AC 445 101, 107
- Routledge *v* Grant [1828] 4 Bing 653 49, 64
- Routledge *v* McKay [1954] 1 All ER 855; [1954] 1 WLR 615 141, 142, 212
- Rover International Ltd *v* Cannon Film Sales Ltd (No. 3) [1989] 3 All ER 423; [1989] 1 WLR 912 610
- Rowallan Group Ltd *v* Edgehill Portfolio No. 1 Ltd [2007] EWHC 32 (Ch); [2007] All ER (D) 106 (Jan) 391
- Rowe *v* Turner Hopkins & Partners [1980] 2 N.Z.L.R. 550 335
- Rowland *v* Divall [1923] 2 KB 500 189, 638, 639
- Roxburghe *v* Cox [1881] 17 ChD 520 696
- Royal Bank of Scotland *v* Etridge (No. 2) [1998] 4 All ER 705 (CA); [2001] 4 All ER 449 (HL) 408, 421, 431, 432
- Royal Bank of Scotland *v* Etridge [1997] 3 All ER 628; [1997] 2 FLR 847 420
- Royal Brunei Airlines Sdn Bhd *v* Tan [1995] 2 AC 378; [1995] 3 WLR 64 199
- Royscot Trust Ltd *v* Rogerson [1991] 3 All ER 294; [1991] 2 WLR 57 331, 333, 335, 349
- RTS Flexible Systems Ltd *v* Molkerei Alois Muller GmbH & Co. KG (UK Production) [2010] UKSC 14; [2010] 3 All ER 37, 98, 103, 645
- Ruxley Electronics and Construction Ltd *v* Forsyth; Laddingford Enclosures Ltd *v* Forsyth [1998] 1 AC 344; [1995] 3 All ER 268; [1995] 3 WLR 118 (HL) 564, 615, 620
- R *v* Clarke [1927] 40 CLR 227 29
- R *v* HM Attorney-General for England and Wales [2003] UKPC 22; [2003] BCL 377 403
- R *v* Morris [1984] AC 320; [1983] 3 WLR 697 22
- R W Green Ltd *v* Cade Bros Farm [1978] 1 Lloyd's Rep 602 243
- Ryan *v* Mutual Tontine Westminster Chambers Association [1893] 1 Ch 116 629
- Ryder *v* Wombwell [1868] LR 4 Exch 32 111
- Salkeld *v* Vernon, 1 Eden 64 152
- Salt *v* Stratstone Specialist Ltd (t/a Stratstone Cadillac Newcastle) [2015] EWCA Civ 745 323, 324
- Salvage Association *v* CAP Financial Services Ltd [1995] FSR 654 240
- SAM Business Systems Ltd *v* Hedley and Co. [2003] 1 All ER (Comm) 465 253

- Satef-Huttenes Albertus Spa v Paloma Tercera Shipping Co. SA (*The Pegase*) [1981] Lloyd's Rep 175 [591](#)
- Saunders v Anglia Building Society, *sub nom* Gallie v Lee [1971] AC 1004; [1970] 3 All ER 961 [358](#), [392](#), [393](#), [395](#)
- Saunders v Edwards [1987] 2 All ER 651; [1987] 1 WLR 1116 [450](#), [485](#)
- Scally v Southern Health and Social Services Board [1992] 1 AC 294; [1991] 4 All ER 563 [175](#)
- Scammell and Nephew Ltd v Ouston [1941] AC 251 [56](#), [65](#)
- Scandinavian Trading Tanker Co. AB v Flota Petrolera Ecuatoriana (*The Scaptrade*) [1983] 2 All ER 763; [1983] 2 AC 694 [88](#), [611](#)
- Schawel v Read [1913] 2 IR 81 [143](#)
- Schebsman, *Re*; Official Receiver v Cargo Superintendents (London) Ltd and Schebsman [1944] Ch 83 [660](#)
- Schroeder Music Publishing Co. Ltd v Macaulay [1974] 1 WLR 1308; [1974] 3 All ER 616 [479](#), [481](#)
- Schuler AG v Wickman Machine Tool Sales Ltd [1974] AC 235; [1973] 2 WLR 683 [150](#), [209](#)
- Scotson v Pegg [1861] 6 H & N 295 [83](#), [84](#)
- Scott v Avery [1856] 5 HL Cas 811 [445](#), [704](#)
- Scriven Bros and Co. v Hindley and Co. [1913] 3 KB 564 [368](#)
- Scruttons Ltd v Midland Silicones Ltd [1962] 1 All ER 1; [1962] 2 WLR 186; [1962] AC 446 [235](#), [282](#), [668](#), [671](#), [679](#), [684](#)
- Sealace Shipping Co. Ltd v Oceanvoice Ltd (*The Alecos M*) [1991] 1 Lloyd's Rep 120 [566](#)
- Selectmove Ltd, *Re* [1995] 2 All ER 531; [1995] 1 WLR 474 [94](#), [526](#)
- Selvanayagam v University of West Indies [1983] 1 WLR 585; [1983] 1 All ER 824 [598](#)
- Shadwell v Shadwell [1860] 9 CBNS 159 [83](#)
- Shankland & Co v Robinson & Co. 1920 SC (HL) 103 [306](#)
- Shanklin Pier Ltd v Detel Products Ltd [1951] 2 KB 854; [1951] 2 All ER 471 [657](#)
- Sharland v Sharland [2015] 3 WLR 10 [305](#)
- Sharneyford Supplies Ltd v Edge [1985] 1 All ER 976; [1985] 3 WLR 1 [331](#), [349](#)
- Shaw v Groom [1970] 2 QB 504; [1970] 2 WLR 299 [437](#)
- Shearson Lehman Hutton Inc. v Maclaine Watson & Co. Ltd (No. 2) [1990] 3 All ER 723; [1990] 1 Lloyd's Rep 441 [568](#), [621](#)
- Sheeskin v Giant Food Inc 318 A 2d 894 [1974] [21](#)
- Shell (UK) Ltd v Lostock Garages Ltd [1976] 1 WLR 1187; [1976] 120 SJ 523 [165](#), [167](#), [168](#), [214](#)
- Shine v General Guarantee Corporation [1988] 1 All ER 911; [1988] TLR 88 [191](#)
- Shirlaw v Southern Foundries [1926] Ltd [1939] 2 KB 206 [167](#), [173](#), [174](#), [532](#), [545](#)
- Shogun Finance Ltd v Hudson [2001] *The Times*, 4 July (CA); [2003] UKHL 62; [2004] 1 AC 919; [2004] 1 All ER 215 [372](#), [376](#), [379](#), [394](#), [395](#)
- Shoreline Housing Partnership Limited v Mears Limited [2013] EWCA Civ 639; [2013] BLR 393 [337](#), [349](#)
- Shove v Downs Surgical plc [1984] 1 All ER 7; [1984] 128 SJ 221 [578](#), [614](#)
- Shuey v US 92 US 73 [1875] [50](#), [64](#)
- Simona, The*, *see* Fercometal SARL v Mediterranean Shipping Co. SA
- Simpkins v Pays [1955] 3 All ER 10; [1955] 1 WLR 975 [100](#), [107](#)
- Simpson v London and North Western Railway Company (1875-76) LR 1 QBD 274 [582](#), [596](#)
- Simpson v Norfolk and Norwich University Hospital Trust [2011] EWCA Civ 1149; [2012] QB 640 [444](#)
- Skeate v Beale [1840] 11 A & E 983 [398](#)
- Slade's case [1602] 4 Co. Rep 92a [4](#)
- Smales v Lea and Kemsley [2011] EWCA Civ 1325 [494](#)
- Smith New Court Securities Ltd v Scrimgeour Vickers (Asset Management) Ltd [1996] 4 All ER 769; [1996] 3 WLR 1051 [329](#), [330](#)
- Smith v Eric S Bush (A Firm) [1990] 1 AC 831; [1989] 2 WLR 790 [237](#), [244](#), [320](#)
- Smith v Hughes [1871] LR 6 QB 597 [368](#)
- Smith v Kay [1859] 7 HLC 750; [1859] VII HLC 749 [305](#), [409](#)
- Smith v Land and House Property Corporation [1884] 28 ChD 7 [292](#)
- SNCB Holding v UBS AG [2012] EWHC 2044 (Comm) [170](#)
- Snelling v John Snelling Ltd [1973] QB 87; [1972] 2 WLR 588 [655](#)
- Société Italo-Belge pour le Commerce et l'Industrie SA v Palm and Vegetable Oils (Malaysia) Sdn Bhd (*The Post Chaser*) [1982] 1 All ER 19; [1981] 2 Lloyd's Rep 695 [91](#)
- Solle v Butcher [1950] 1 KB 671; [1949] 2 All ER 1107 [291](#), [359](#), [379](#), [382](#), [383](#), [384](#), [385](#), [386](#), [395](#)
- South Caribbean Trading Ltd v Trafti gura Beheer [2005] 1 Lloyd's Rep 128 [82](#)
- Southern Water Authority v Carey [1985] 2 All ER 1077 [679](#)
- Spencer's case [1583] 5 Co. Rep 16a [665](#), [684](#)
- Spencer v Harding [1870] LR 5 CP 561 [22](#)

- Spice Girls Ltd v Aprilia World Service BV [2002] EWCA Civ 15 [295](#), [302](#)
- Spiro v Glencrown Properties Ltd [1991] 1 All ER 600; [1991] 2 WLR 931 [129](#)
- Sport International Bussum BS v Inter-Footwear Ltd [1984] 2 All ER 321; [1984] 1 WLR 776 [611](#)
- Spring v National Amalgamated Stevedores and Dockers Society [1956] 2 All ER 221; [1956] 1 WLR 585 [167](#)
- Springwell Navigation Corporation v J P Morgan Chase Bank [2010] EWCA Civ 1221; [2010] All ER (D) 08 (Nov) [337](#), [341](#), [349](#)
- Spurling v Bradshaw [1956] 2 All ER 121; [1956] 1 WLR 461 [197](#), [222](#), [225](#), [243](#), [263](#), [277](#), [280](#)
- Stag Line Ltd v Tyne Ship Repair Group Ltd [1984] 2 Lloyd's Rep 211 [242](#), [243](#)
- St Albans City and District Council v International Computers Ltd [1996] 4 All ER 481; [1996] *The Times*, 14 August (CA) [240](#), [246](#), [247](#)
- Standard Chartered Bank v Pakistan National Shipping Corporation [2003] 1 AC 959 [302](#), [335](#), [349](#)
- Standing v Bowring [1885] 31 ChD 282 [692](#)
- Stansbie v Troman [1948] 2 KB 48; [1948] 1 All ER 599 [579](#), [621](#)
- Starside Properties Ltd v Mustapha [1974] 2 All ER 567; [1974] 1 WLR 816 [611](#)
- Startup v Macdonald [1843] 6 Man & G 593 [495](#), [522](#), [704](#)
- Steinberg v Scala [1923] 2 Ch 452 [114](#)
- Steria Ltd v Sigma Wireless Communications Ltd [2008] BLR 79 [605](#)
- Sterling Hydraulics Ltd v Dichtomatik Ltd [2007] 1 Lloyd's Rep 8; [2006] EWHC 2004 (QB) [37](#), [221](#), [222](#), [226](#), [249](#), [281](#)
- Stevenson, Jacques & Co v McLean [1880] 5 QBD 346 [33](#), [34](#), [63](#)
- Stevenson v Rogers [1999] 1 All ER 613; [1999] 2 WLR 1064 [178](#), [258](#)
- Stewart Gill Ltd v Horatio Myer & Co. Ltd [1992] 2 All ER 257; [1992] 2 WLR 721 [242](#), [252](#), [255](#)
- Stilk v Myrick [1809] 2 Camp 317 [79](#), [80](#), [81](#), [93](#), [94](#), [526](#), [527](#)
- St John Shipping Corporation v Joseph Rank Ltd [1957] 1 QB 267; [1956] 3 All ER 683; [1956] 3 WLR 870 [437](#), [439](#), [449](#), [484](#), [485](#)
- St Martin's Case, *see* Linden Gardens Trust Ltd v Lenesta Sludge Disposals Ltd; St Martin's Property Corporation Ltd v Sir Robert McAlpine Ltd
- St Martin's Property Corporation Ltd v Sir Robert McAlpine Ltd (formerly Sir Robert McAlpine and Sons Ltd) [1994] 1 AC 85; [1993] 3 All ER 417; [1993] 3 WLR 408 [660](#), [662](#), [696](#)
- Stockloser v Johnson [1954] 1 All ER 630; [1954] 2 WLR 439 [611](#), [612](#)
- Stocks v Wilson [1913] 2 KB 235 [115](#)
- Stocznia Gdanska SA v Latvian Shipping Co. [2002] EWCA Civ 889; [2001] 1 Lloyd's Rep 537 [511](#)
- Stocznia Gdanska SA v Latvian Shipping Co. [1998] 1 WLR 574; [1998] *The Times*, 27 February (HL) [637](#)
- Stocznia Gdynia SA v Gearbulk Holdings Ltd [2009] EWCA Civ 75; [2010] QB 27 [516](#)
- Stoddart v Union Trust [1912] 1 KB 181 [695](#)
- Stone & Rolls v Moore Stephens [2009] UKHL 39; [2009] 4 All ER 431 [459](#), [460](#), [486](#)
- Storer v Manchester City Council [1974] 3 All ER 864; [1974] 1 WLR 1403 [10](#)
- Street v Derbyshire Unemployed Workers' Centre [2004] EWCA Civ 964; [2004] 4 All ER 839; [2005] ICR 97 [202](#)
- Strongman [1945] Ltd v Sincok [1955] 2 QB 525; [1955] 3 WLR 360 [453](#), [485](#)
- Sudbrook Trading Estate Ltd v Eggleton [1983] 1 AC 444; [1982] 3 WLR 315 [58](#)
- Suisse Atlantique Société D'Armement Maritime SA v NV Rotterdamsche Kolen Centrale [1966] 2 All ER 61; [1966] 2 WLR 944; [1967] 1 AC 361, 406 [153](#), [231](#), [282](#)
- Sumpter v Hedges [1898] 1 QB 673 [494](#)
- Sumukan Ltd v Commonwealth Secretariat [2007] EWCA Civ 243; [2007] 3 All ER 342 [224](#)
- Supershield Ltd v Siemens Building Technologies FE Ltd [2010] EWCA Civ 7; [2010] 2 All ER (Comm) 1185 [593](#)
- Surrey County Council v Bredero Homes Ltd [1993] 3 All ER 705; [1993] 1 WLR 1361 (CA) [555](#), [620](#)
- Swainland Builders Ltd v Freehold Properties Ltd [2002] EWCA Civ 560; [2002] 2 WLR 71 [387](#), [389](#)
- Swiss Bank Corporation v Lloyds Bank Ltd [1979] Ch 548; [1979] 3 WLR 201 [666](#)
- Sylvia Shipping Co. Ltd v Progress Bulk Carriers Ltd [2010] EWHC 542 (Comm); [2010] 2 Lloyd's Rep 81 [594](#)
- Taberna Europe CDO II Plc v Selskabet (Formerly Roskilde Bank A/S) (In Bankruptcy) [2015] EWHC 871 (Comm) [302](#), [336](#)
- Taylor v Allon [1966] 1 QB 304; [1965] 2 WLR 598 [30](#)
- Taylor v Bowers [1876] 1 Q.B.D. 291 [455](#)
- Taylor v Caldwell [1863] 3 B & S 826 [531](#), [532](#), [533](#), [539](#), [545](#)

- Taylor v Chester [1945] KB 65; [1944] 2 All ER 579 [456](#), [457](#)
- Taylor v Laird [1856] 1 H & N 266, 25 LJ Ex 329 [27](#), [28](#), [63](#)
- Taylor v Webb [1937] 2 KB 283 [700](#)
- Techno Land Improvements v British Leyland (UK) Ltd [1979] 2 EGLR 27; [1979] 252 EG 805 [570](#)
- Tekdata Interconnections Ltd v Amphenol Ltd [2009] EWCA Civ 1209; [2010] 1 Lloyd's Rep 357 [33](#), [39](#)
- Tele2 International Card Co. SA v Kub 2 Technology Ltd (formerly C3 Calling Card Co. (Ireland) Ltd), *see* Tele2 International Card Co. SA v Post Office Ltd
- Thackerell v Barclays Bank plc [1986] 1 All ER 676 [450](#), [485](#)
- Thomas Bates Ltd v Wyndham's (Lingerie) Ltd [1981] 1 All ER 1077; [1981] 1 WLR 505 [390](#), [391](#)
- Thomas v BPE Solicitors [2010] EWHC 306 (Ch) [47](#)
- Thomas v Harris [1947] 1 All ER 444 [691](#)
- Thomas Witter Ltd v TBP Industries Ltd [1996] 2 All ER 573 (ChD) [308](#), [315](#), [326](#), [327](#), [338](#), [347](#), [348](#)
- Thompson Ltd v Robinson (Gunmakers) Ltd [1955] Ch 177; [1955] 2 WLR 185 [568](#)
- Thompson v L M & S Railway Company [1930] 1 KB 41 [220](#), [281](#)
- Thorne v Motor Trade Association [1937] AC 797; [1937] 3 All ER 157 [402](#)
- Thornton v Shoe Lane Parking Ltd [1971] QB 163; [1971] 1 All ER 686 [25](#), [220](#), [222](#), [223](#), [224](#), [243](#), [263](#), [281](#)
- Thoroughgood's case [1584] 2 Co. Rep 9a [4](#)
- Ticket2final OU v Wigan Athletic AFC Ltd [2015] EWHC 61b (Ch) [309](#)
- Tinline v White Cross Insurance Association Ltd [1921] 3 KB 327 [442](#)
- Tinn v Hoffman and Co. [1873] 29 LT 271 [29](#), [30](#), [45](#)
- Tinsley v Milligan [1993] 3 WLR 126; [1993] 2 All ER 65 [449](#), [450](#), [452](#), [457](#), [458](#), [459](#), [463](#), [464](#), [466](#), [467](#), [485](#), [486](#)
- Tito v Waddell (No. 2) [1977] 3 All ER 129; [1977] 2 WLR 496 [566](#)
- Tiverton Estates Ltd v Wearwell Ltd [1975] Ch 146; [1974] 2 WLR 176 [126](#), [127](#)
- Tolhurst v Associated Portland Cement Manufacturers [1900] Ltd [1903] AC 414 [694](#)
- Tool Metal Manufacturing Co. Ltd v Tungsten Electric Co. Ltd [1955] 2 All ER 657; [1955] 1 WLR 761 [90](#)
- Torre Asset Funding Ltd v Royal Bank of Scotland plc [2013] EWHC 2670; [2013] WLR (D) 343 [171](#)
- Transfield Shipping Inc v Mercator Shipping Inc (*The Achilles*) [2008] UKHL 48; [2009] AC 161; [2008] 3 WLR 345 [580](#), [582](#), [586](#), [587](#), [588](#), [589](#), [592](#), [593](#), [594](#), [595](#), [593](#), [596](#), [622](#)
- Trebor Bassett Holdings Ltd v ADT Fire and Security plc [2011] EWHC 1936 [39](#)
- Trendtex Trading Corporation v Crédit Suisse [1982] AC 679; [1981] 3 WLR 766 [443](#), [444](#), [445](#), [485](#), [696](#)
- Trepca Mines Ltd (Application of Radomir Nicola Pachitch (Pasic)), *Re* [1962] 3 All ER 351 [444](#), [445](#)
- Tribe v Tribe [1995] 4 All ER 236 [454](#), [455](#), [456](#), [485](#)
- Trident Turboprop (Dublin) Ltd v First Flight Couriers Ltd [2008] EWHC 1686 (Comm) [339](#), [342](#), [350](#)
- Trollope and Colls Ltd v Atomic Power Constructors Ltd [1962] 3 All ER 1035; [1963] 1 WLR 333 [17](#), [33](#), [35](#), [37](#)
- Trump International Golf Club Scotland Ltd v The Scottish Ministers [2015] UKSC 74 [173](#), [174](#)
- Tsakiroglou and Co. Ltd v Nobilee Thorl GmbH [1962] AC 93; [1961] 2 WLR 633 [535](#)
- TSB Bank plc v Camfi eld [1995] 1 All ER 951; [1995] 1 WLR 430 (CA) [426](#)
- TSG Building Services Plc v South Anglia Housing Ltd [2013] EWHC 1151 (TCC); [2013] BLR 484 [200](#), [201](#), [215](#)
- Tulk v Moxhay [1848] 2 Ph 774 [665](#), [666](#), [668](#), [684](#)
- Tweddle v Atkinson [1861] 1 B & S 393 [73](#), [96](#), [652](#), [653](#), [683](#)
- Union Eagle Ltd v Golden Achievement Ltd [1997] 2 All ER 215; [1997] 2 WLR 341 [497](#), [522](#)
- United International Pictures v Cine Bes Filmcilik ve Yapimcilik AS, *see* Cine Bes Filmcilik ve Yapimcilik v United International Pictures
- United Scientific Holdings Ltd v Burnley Borough Council [1978] AC 904; [1977] 2 WLR 806 [496](#), [522](#)
- Universe Sentinel, The*, *see* Universe Tankships Inc. of Monrovia v International Transport Workers' Federation
- Universe Tankships Inc. of Monrovia v International Transport Workers' Federation (*The Universe Sentinel*) [1983] 1 AC 366; [1982] 2 WLR 803 [400](#), [401](#), [405](#)
- University of Plymouth v European Language Centre [2009] EWCA Civ 784 [101](#)
- Upton-on-Severn RDC v Powell [1942] 1 All ER 220 [376](#)
- Urban I (Blonk Street) Ltd v Ayres [2013] EWCA Civ 816; [2014] 1 WLR 756 [205](#), [215](#), [497](#), [499](#)
- Vacwell Engineering Co. Ltd v BDH Chemicals Ltd [1971] 1 QB 111; [1970] 3 WLR 67 [588](#)

- Vantage Navigation Corporation v Suhail & Saud Bahawn Building Materials LLC (*The Alev*) [1989] 1 Lloyd's Rep 138 403, 430
- Varley v Whipp [1900] 1 QB 513 190
- Vaswani v Italian Motor Cars Ltd [1996] 1 WLR 270; [1996] RTR 115 (PC) 230, 282, 503, 504
- V Berg & Son Ltd v Vanden Avenne-Izegem PVBA [1977] 1 Lloyd's Rep 499 518
- Versloot Dredging BV and Another v HDI Gerling Industrie Versicherung AG [2016] UKSC 45 301, 310, 311, 321, 344
- Victoria Laundry (Windsor) Ltd v Newman Industries Ltd [1949] 2 KB 528; [1949] 1 All ER 997 582, 584, 585, 586, 587, 588, 590, 592, 621
- Vita Food Products Inc. v Unus Shipping Co. [1939] AC 277; [1939] 1 All ER 513 435, 461
- Vitol SA v Norelf Ltd (*The Santa Clara*) [1996] 3 All ER 193; [1996] 3 WLR 105 504
- Voyle v Hughes [1854] 2 SM & G 18 693
- Wales v Wadham 1977 1 WLR 199 294
- Walford v Miles [1992] 2 AC 128; [1992] 2 WLR 174 198
- Wallis v Smith 603 [AU: Please provide further details]
- Walsh v Lonsdale [1882] 21 ChD 9 128, 538, 545
- Waltons Stores Interstate Ltd v Maher [1988] 163 CLR 387 83, 89
- Ward v Byham [1956] 2 All ER 318; [1956] 1 WLR 496 78, 81
- Warlow v Harrison [1859] 1 E & E 309 22
- Warner Bros Inc. v Nelson [1937] 1 KB 209 631
- Watford Electronics Ltd v Sanderson CFL Ltd [2001] EWCA Civ 317; [2001] 1 All ER (Comm) 696; [2000] 2 All ER (Comm) 984 241, 248, 249, 251, 338, 350
- Watts v Morrow [1991] 1 WLR 1421; [1991] 4 All ER 937 615, 616
- Watts v Spence [1976] Ch 165; [1975] 2 WLR 1039 331
- Weatherby v Banham [1832] 5 C & P 228 30, 63
- Webster v Cecil [1861] 30 Beav 62 391, 628
- Webster v Higgin [1948] 2 All ER 127; [1948] 92 SJ 454 236, 283
- Welby v Drake [1825] 1 C & P 557 92
- Weld-Blundell v Stephens [1920] AC 956 579, 621
- Wellesley Partners LLP v Withers LLP [2015] EWCA Civ 1146 586, 613, 622
- Wells v Foster [1841] 8 M & W 149; [1835–42] All ER Rep 549 697
- Wenjiang, *The* (No. 2) [1983] 1 Lloyd's Rep 400 535
- Wertheim v Chicoutimi Pulp Co. Ltd [1911] AC 301 567
- Westdeutsche Landesbank Girozentrale v Islington London Borough Council [1996] AC 669; [1996] 2 WLR 802 354, 640, 646
- Western Electric Ltd v Welsh Development Agency [1983] 2 All ER 629; [1983] 2 WLR 897 31, 63
- Western Fish Products Ltd v Penwith DC [1981] 2 All ER 204 90
- Western Web Offset Printers Ltd v Independent Media Ltd [1995] *The Times*, 10 October 551
- Westminster Building Co. Ltd v Beckingham [2004] EWHC 138 (TCC); [2004] BLR 163 268
- Whincup v Hughes [1871] LR 6 CP 78 638
- White and Carter (Councils) Ltd v McGregor [1962] AC 413; [1962] 2 WLR 17 (HC) 508, 509, 510, 512, 513, 514, 515, 599
- White v Blackmore [1972] 2 QB 651; [1972] 3 All ER 158 233
- White v Bluett [1853] 23 LJ Ex 36 75
- White v John Warwick & Co. Ltd [1953] 2 All ER 1021; [1953] 1 WLR 1285 234, 282
- White v Jones [1995] 2 AC 207; [1995] 2 WLR 187 675
- Whittington v Seale-Hayne [1900] 82 LT 49 322, 348
- Whittle Movers Ltd v Hollywood Express Ltd [2009] EWCA Civ 1189; [2009] All ER (D) 128 (Nov) 59, 645
- Wilkie v London Passenger Transport Board [1947] 1 All ER 258; [1947] 63 TLR 115 24
- William Brandt's Sons & Co. v Dunlop Rubber Co. [1905] AC 454 691
- William Sindall plc v Cambridgeshire County Council [1994] 1 WLR 1016 (CA) 325, 333, 334, 340, 348, 384
- Williams v Bayley [1866] LR 1 HL 200; [1861–73] All ER Rep 227 398, 409, 410, 430
- Williams v Reynolds [1865] 6 B & S 495 567
- Williams v Roffey Bros & Nicholls (Contractors) Ltd [1991] 1 QB 1; [1990] 1 All ER 512; [1990] 2 WLR 1153 (CA) 80, 81, 93, 94, 95, 97, 526, 528
- Williams v Williams [1957] 1 All ER 305; [1957] 1 WLR 148 79, 81
- Wilson v Rickett Cockerell & Co. Ltd [1954] 1 QB 598; [1954] 2 WLR 629 188, 192
- With v O'Flanagan [1936] Ch 575 294, 295, 346
- WJ Alan & Co. Ltd v El Nasr Export and Import Co. [1972] 2 QB 189; [1972] 2 WLR 800 91
- Wong Mee Wan v Kwan Kin Travel Services Ltd [1995] 4 All ER 745; [1995] 139 SJLB 246 (PC) 175
- Woodar Investment Development Ltd v Wimpey Construction (UK) Ltd [1980] 1 All ER 571; [1980] 1 WLR 277 502, 523, 654, 661, 680, 683

TABLE OF CASES

- Woodhouse Israel Cocoa Ltd v Nigerian Produce Marketing Co. Ltd [1972] AC 741; [1972] 2 WLR 1090 [88](#)
- Woodman v Photo Trade Processing Ltd [1981] 131 NLJ 933 [244](#)
- Wright v Carter [1903] 1 Ch 27 [410](#), [431](#)
- Wrotham Park Estate Co. Ltd v Parkside Homes Ltd [1974] 1 WLR 798 [556](#), [620](#)
- Wroth v Tyler [1974] Ch 30; [1973] 2 WLR 405 [626](#), [627](#)
- Wuhan Ocean Economic and Technical Cooperation Co. Ltd v Schiffahrts-Gesellschaft Hansa Murcia mbH & Co. KG [2012] EWHC 3104; [2013] 1 All ER (Comm) 1277 [204](#), [205](#)
- W v Essex County Council [1998] 3 All ER 111; [1999] Fam 90 [106](#)
- WWF World Wide Fund for Nature v World Wrestling Federation Entertainment [2006] EWHC 184; [2007] EWCA Civ 286; [2008] 1 All ER 74 (CA) [560](#), [620](#)
- Wyatt v Kreglinger and Fernau [1933] 1 KB 793 [470](#)
- Yam Seng Pte Ltd v International Trade Corp Ltd [2013] EWHC 111 (QB); [2013] 1 All ER (Comm) 1321 [12](#), [197](#), [200](#), [201](#), [215](#), [554](#)
- Yerkey v Jones [1939] 63 CLR 649 [412](#)
- Yianni v Edwin Evans and Sons [1982] QB 438; [1981] 3 WLR 843 [245](#), [313](#)
- Young v Purdy [1995] *The Times*, 7 November [579](#), [621](#)
- Yuanda (UK) Co Ltd v WW Gear Construction Ltd [2010] EWHC 720 [240](#)
- Zamet v Hyman [1961] 3 All ER 933 [412](#)
- Zanzibar v British Aerospace (Lancaster House) Ltd [2000] *The Times*, 23 March [327](#), [348](#)
- Zodiac Maritime Agencies Ltd v Fortescue Metals Group Ltd [2010] EWCH 903 (Comm); [2011] 2 Lloyd's Rep 360 [598](#)

Table of statutes

- Access to Justice Act 1999 *443*
- Administration of Justice Act 1969
s. 12 *640*
- Apportionment Act 1870
s. 2 *172*
- Arbitration Act 1996
s. 68 *446*
s. 68(1) *445*
s. 68(2) *445*
s. 69 *445*
s. 69(1) *445*
s. 69(2) *445*
s. 69(3) *445, 446*
s. 69(3)(1) *445*
s. 69(3)(2) *445*
s. 69(3)(2)(i) *445*
s. 69(3)(3) *446*
s. 70(2) *446*
- Betting and Gaming Act 1960 *452*
- Betting and Loans (Infants) Act 1892
s. 5 *114*
- Bills of Exchange Act 1882 *683*
s. 27 *72, 96*
s. 38(2) *658*
- Chancery Amendment Act 1858
(Lord Cairns Act) *577, 638, 631*
- Children Act 1989 *106*
- Church of Scotland Act 1921
s. 3 *107*
- Common Law Procedure Act 1852, *636*
- Companies Act 1985 *117, 123*
s. 14 *658, 679, 683*
s. 35 *119, 120, 123*
s. 35(1) *119, 120*
s. 35(2) *119, 120*
s. 35(3) *120*
s. 35A *120*
s. 35B *121*
- Companies Act 1989 *117, 119*
s. 108 *119, 120, 121*
s. 108(1) *120*
s. 110 *120*
s. 142 *121*
- Companies Act 2006 *116, 123*
s. 28 *117*
s. 31(1) *118*
s. 33 *658, 679, 683*
s. 35(2) *120*
s. 35(3) *120*
s. 39 *120, 123*
s. 39(1) *120, 123*
s. 40 *120, 123, 123*
s. 40(1) *120, 123*
s. 40(2) *120, 123*
s. 40(2)(b)(i) *121, 123*
s. 40(2)(b)(iii) *121*
s. 40(4) *121, 123*
s. 40(5) *121, 123*
s. 42 *121*
s. 171 *120, 123*
- Competition Act 1998 *478*
Chapter I *478*
Chapter II *478*
- Consumer Credit Act 1974 *126, 135, 194, 263, 272, 429*
s. 17 *263*
s. 100 *611*
s. 130A *263*
s. 140A *429*
s. 140B *429*
- Consumer Credit Act 2006 *126, 263*
s. 17 *263*
s. 19 *429*
s. 20 *429*
- Consumer Insurance (Disclosure and Representations) Act 2012 *296, 312, 315, 319, 320, 346, 347*
s. 1 *297*
s. 2(2) *316, 317, 318*
- s. 2(3) *316*
s. 3(1) *316*
s. 3(2) *316*
s. 3(5) *317*
s. 4 *317*
s. 4(2) *317*
s. 5(1) *317*
s. 5(2) *317*
s. 5(2)(a) *317*
s. 5(2)(b) *317*
s. 5(5) *317*
s. 6 *319*
s. 10 *318, 319*
Sch. 1 *318*
- Consumer Rights Act 2014 *257*
- Consumer Rights Act 2015 *140, 175, 238, 239*
Part 1 *176, 177, 257, 258, 259, 271*
Part 2 *176, 255–280, 256, 257, 258, 259, 260, 278, 280, 340*
Part 3 *176*
s. 1 *177*
s. 2 *177*
s. 2(2) *177, 179, 258*
s. 2(3) *177, 178, 258*
s. 2(4) *177, 179, 258*
s. 2(5)(a) *178*
s. 2(5)(b) *178*
s. 2(7) *178*
s. 2(8) *178*
s. 2(9) *182*
s. 3 *340*
s. 3(3) *179*
s. 5–8 *179*
s. 9 *180, 183*
s. 10 *180, 183*
s. 11 *181*
s. 12 *181*
s. 12(1)(b) *238*
s. 13 *181*
s. 14 *181*

TABLE OF STATUTES

s. 15 *181*
s. 16 *181*
s. 17 *181*
s. 17(2) *181*
s. 17(3) *182*
s. 18 *182, 184*
s. 20 *181*
s. 22 *181*
s. 31 *259, 260, 271, 278*
s. 33(1) *182*
s. 33(2) *182*
s. 33(4) *182*
s. 34 *183*
s. 34(3) *183*
s. 34(3)(a) *183*
s. 34(3)(b) *183*
s. 34(3)(c) *183*
s. 34(3)(d) *183*
s. 35 *183*
s. 36 *183*
s. 37 *184*
s. 38 *184*
s. 39 *184*
s. 40 *184*
s. 40(2) *184*
s. 41 *184*
s. 47 *260, 278*
s. 49 *187*
s. 50 *140, 186, 187*
s. 50(i) *186*
s. 50(ii) *186*
s. 51 *186*
s. 52 *187*
s. 53 *187*
s. 57 *260, 271, 278*
s. 61 *257, 259*
s. 61(2) *259*
s. 61(4) *257*
s. 61(5) *259*
s. 61(6) *259*
s. 61(8) *259*
s. 61–76 *257*
s. 62 *259–275, 271, 272, 276, 280, 340*
s. 62(1) *259, 260, 280*
s. 62(2) *259, 260, 280*
s. 62(3) *259, 260, 280*
s. 62(4) *259, 260, 271, 280*
s. 62(5) *259, 261, 265, 280*
s. 62(5)(a) *259*
s. 62(5)(b) *259*

s. 62(6) *260, 280*
s. 62(7) *262, 265, 280*
s. 62(7)(a) *260*
s. 62(7)(b) *260*
s. 62(7)(c) *260*
s. 62(7)(d) *260*
s. 62(8) *271*
s. 63 *280*
s. 63(1) *265*
s. 64 *265, 271, 280*
s. 64(1) *262, 271, 272, 276*
s. 64(1)(a) *271*
s. 64(1)(b) *272, 276*
s. 64(2) *271, 276*
s. 64(3) *271, 280*
s. 64(4) *271, 272, 280*
s. 64(5) *272*
s. 65 *260, 271, 276, 280*
s. 65(1) *278*
s. 65(2) *276*
s. 66 *276, 280*
s. 67 *260, 277, 280*
s. 68 *277, 280*
s. 68(1) *277*
s. 68(2) *277*
s. 69 *277, 280*
s. 70 *262, 277, 278, 280*
s. 71 *279, 280*
s. 73 *259*
s. 73(1)(a) *259*
s. 73(1)(b) *259*
s. 74 *259*
s. 171 *279*
Sch. 2 *263, 264, 271*
Sch. 2, Part 1 *259, 265*
Sch. 3 *262, 263, 278, 280*
Sch. 5 *278*
Contracts (Rights of Third Parties) Act 1999 *236, 282, 655, 664, 674*
s. 1 *664, 674*
s. 1(1) *674, 676, 684*
s. 1(1)(a) *674, 675*
s. 1(1)(b) *674, 675, 680*
s. 1(2) *674*
s. 1(3) *675, 679, 680, 682, 684*
s. 1(4) *676*
s. 1(5) *676*
s. 1(6) *676*
s. 1(7) *677*
s. 2 *676, 680*

s. 2(1) *676, 677*
s. 2(1)(a) *676, 677*
s. 2(1)(b) *676, 677*
s. 2(1)(c) *677*
s. 2(2) *677*
s. 2(4) *677*
s. 2(5) *677*
s. 3 *680*
s. 3(2) *677, 678*
s. 3(2)(1) *677*
s. 3(2)(2) *677*
s. 3(3) *677*
s. 3(3)(1) *677*
s. 3(3)(2) *677*
s. 3(4) *678*
s. 3(4)(1) *678*
s. 3(4)(2) *678*
s. 3(5) *678*
s. 3(6) *678*
s. 4 *664, 678*
s. 5 *678, 679*
s. 5(1) *679*
s. 5(2) *679*
s. 6(1) *679*
s. 6(3) *679*
s. 6(4) *679*
s. 6(5) *236, 679*
s. 7(1) *674, 680*
s. 7(2) *680*
s. 7(3) *680*
s. 7(4) *682*
Copyright Act 1956
s. 8 *75*
Courts and Legal Services Act 1990
s. 58 *443*
Criminal Law Act 1967 *669*
s. 13 *443*
s. 14 *443*
s. 14(2) *443*
Electronic Communications Act 2000
s. 7 *219*
Enterprise Act 2002 *478*
Employers' Liability Act 1880 *112*
Equality Act 2010
s. 199 *452*
European Communities Act 1972
12
s. 9(1) *119*
Exchange Control Act 1947 *454*

- Fair Trading Act 1973
s. 17 [429](#)
- Family Law Reform Act 1969
s. 1 [104](#), [110](#), [122](#)
- Financial Services and Markets Act
2000 [297](#)
- Fraud Act 2006
s. 3 [299](#)
- Guardianship Act 1973 [447](#)
- Hire Purchase Act 1964
s. 2 [182](#)
s. 27 [372](#), [373](#), [374](#)
- Income and Corporation Taxes Act
1988
s. 148 [577](#)
- Infants Relief Act 1874 [114](#), [116](#)
s. 2 [114](#)
- Insurance Act 2015 [297](#)
s. 3 [297](#)
s. 3(3) [297](#)
s. 3(4) [297](#)
s. 3(5) [297](#)
s. 3(4)(a) [297](#)
s. 3(3)(b) [297](#)
s. 3(4)(b) [297](#)
s. 3(3)(c) [297](#)
s. 7 [297](#)
s. 7(2) [297](#)
s. 7(3) [298](#)
s. 8(3) [299](#)
s. 8(4) [299](#)
s. 8(5) [299](#)
s. 12 [312](#)
s. 14 (1) [297](#)
Sch. 1 [299](#)
- Judicature Act 1873 [688](#)
s. 25(6) [688](#), [693](#)
- Judicature Act 1875 [688](#)
- Land Charges Act 1972 [130](#)
- Landlord and Tenant Act 1954
[291](#)
- Landlord and Tenant Act 1975,
[294](#), [295](#)
- Landlord and Tenant Act 1985 [514](#)
s. 17 [627](#)
- Law of Property Act 1925 [686](#)
s. 40 [126](#), [127](#), [128](#), [129](#), [130](#),
[135](#)
s. 40(1) [126](#), [127](#), [128](#), [130](#)
s. 40(2) [126](#), [128](#)
s. 41 [496](#)
s. 49(2) [611](#)
s. 52(1) [125](#), [127](#)
s. 53(1)(c) [691](#), [698](#)
s. 54(2) [125](#), [128](#)
s. 56 [664](#)
s. 56(1) [664](#), [684](#)
s. 73 [125](#)
s. [136](#) [444](#), [694](#), [698](#)
s. [136](#)(1) [693](#), [694](#), [698](#)
s. [137](#)(3) [695](#)
s. [141](#) [665](#), [696](#)
s. [142](#) [665](#)
s. [205](#)(1) [664](#)
s. [205](#)(1)(xx) [664](#), [684](#)
- Law of Property (Miscellaneous
Provisions) Act 1989 [126](#), [130](#)
s. 1(1)(b) [125](#), [135](#)
s. 1(2) [125](#), [135](#)
s. 1(2)(a) [125](#)
s. 1(2)(b) [125](#)
s. 1(3) [125](#), [135](#)
s. 1(3)(a) [125](#)
s. 1(3)(a)(i) [125](#)
s. 1(3)(a)(ii) [125](#)
s. 1(3)(a)(iii) [125](#)
s. 2 [127](#), [128](#), [129](#), [135](#), [147](#)
s. 2(1) [127](#), [128](#), [691](#)
s. 2(2) [127](#)
s. 2(3) [127](#)
s. 2(4) [129](#)
s. 2(5) [128](#), [129](#)
s. 2(5)(a) [128](#)
- Law Reform (Contributory
Negligence) Act 1945 [601](#), [622](#)
s. 1 [334](#), [599](#), [600](#)
s. 1(1) [599](#)
s. 2(1) [335](#), [336](#)
s. 4 [599](#), [600](#)
- Law Reform (Enforcement of
Contracts) Act 1954 [130](#)
- Law Reform (Frustrated Contracts)
Act 1943 [530](#), [541](#)
s. 1(2) [542](#), [543](#), [544](#), [546](#), [638](#)
s. 1(3) [542](#), [543](#), [544](#), [546](#), [644](#)
s. 1(3)(a) [542](#), [544](#)
s. 1(3)(b) [542](#), [543](#), [544](#)
- s. 2(3) [544](#)
s. 2(4) [544](#)
s. 2(5)(a) [545](#)
- Law Reform (Miscellaneous
Provisions) Act 1970
s. 1 [447](#)
- Limitation Act 1980 [625](#), [631](#), [680](#)
s. 5 [632](#), [634](#)
s. 8(1) [632](#), [634](#)
s. 11 [632](#)
s. 23 [632](#), [634](#)
s. 27(5) 71, 72, 96
s. 28(1) [632](#)
s. 28(2) [632](#)
s. 29(5) [632](#), [634](#)
s. 29(5)(a) [633](#)
s. 29(7) [633](#)
s. 30 [633](#)
s. 32(1) [632](#), [634](#)
s. 32(1)(a) [632](#)
s. 32(1)(b) [632](#)
s. 32(1)(c) [632](#), [640](#), [642](#)
- Lord Cairns Act, *see* Chancery
Amendment Act 1858
- Marine Insurance Act 1906 [316](#)
s. 17 [296](#), [297](#), [309](#), [310](#), [312](#)
s. 18 [296](#)
s. 33(3) [319](#)
- Married Women's Property Act
1882
s. 11 [658](#), [683](#)
- Matrimonial Causes Act 1973 [294](#)
Part II [446](#)
s. 34 [446](#)
s. 35 [446](#)
- Matrimonial Homes Act 1967 [627](#)
- Matrimonial Homes Act 1983 [627](#)
- Mental Health Act 1983
Part VII [110](#)
- Merchant Shipping Act 1932 [437](#)
- Minors' Contracts Act 1987 [114](#)
s. 1 [114](#)
s. 2 [116](#), [122](#)
s. 3(1) [115](#), [122](#)
s. 3(2) [116](#)
- Misrepresentation Act 1967 [140](#)
s. 2 [335](#)
s. 2(1) [200](#), [295](#), [307](#), [312](#), [315](#),

TABLE OF STATUTES

- 326, 328, 331, 332, 334, 347, 348, 349, 600
- s. 2(2) 144, 323, 325, 326, 327, 331, 332, 334, 348, 349
- s. 2(3) 326, 328, 333, 334, 349
- s. 3 237, 241, 256, 338, 339, 340, 341, 342, 343, 350
- s. 3(a) 339
- s. 3(b) 339
- Monopolies and Restrictive Practices (Inquiry and Control) Act 1948 478s
- National Assistance Act 1948
- s. 42 79
- Official Secrets Act 1911 557
- Occupiers' Liability Act 1957 238
- Pharmacy and Poisons Act 1933
- s. 17 21
- Police Act 1996 77
- s. 25 78
- s. 25(1) 78
- Prevention of Fraud (Investments) Act 1958
- s. 1 438
- s. 1(1)(b) 438
- Protection of Birds Act 1954
- s. 6(1) 20
- Public Passenger Vehicles Act 1981
- s. 29 236
- Rent Acts 1968–77 291, 359, 453
- Rent Act 1977 291, 359
- s. 125 453
- Restriction of Offensive Weapons Act 1961 21
- Road Traffic Act 1960
- s. 151 236
- Road Traffic Act 1988 236
- s. 148(7) 658, 683
- Sale and Supply of Goods Act 1994 176, 203
- s. 1 702
- s. 4(1) 203, 493
- s. 4(2) 492
- Sale of Goods Act 1893
- s. 6 357
- s. 7 545
- s. 51 570
- Sale of Goods Act 1979 139, 175, 176, 177, 178, 179, 187, 188, 189, 191, 194, 204, 207, 209, 215, 498, 653, 682, 683
- s. 3(2) 110
- s. 3(3) 111
- s. 6 355, 357
- s. 7 545
- s. 8(2) 646
- s. 9 182
- s. 10 182
- s. 11(4) 518, 519, 523
- s. 12 181, 187, 188, 189, 239, 256, 370
- s. 12(1) 187, 358
- s. 12(2) 187
- s. 13 181, 182, 188, 189, 181, 239, 256, 493, 521, 638
- s. 13(1A) 189
- s. 14 189, 239, 256
- s. 14(1) 182, 184, 190
- s. 14(2) 180, 190, 191, 192, 193, 519, 188
- s. 14(3) 180, 188, 193, 701
- s. 14(3)(a) 190
- s. 14(3)(b) 190
- s. 14(3)(c) 191
- s. 14(3)(d) 191
- s. 14(3)(e) 191
- s. 14(4)(a) 191
- s. 14(4)(a) 191
- s. 14(4)(a) 191
- s. 14(6) 191, 193, 702
- s. 15 188, 239
- s. 15(1)(b) 204
- s. 15A 203, 493, 521
- s. 15A(1) 204
- s. 15A(1)(a) 203
- s. 15A(2) 204
- s. 15A(3) 204
- s. 16 182
- s. 21(1) 702
- s. 29(5) 495
- s. 30 492, 493
- s. 30(1) 492
- s. 30(2) 492
- s. 30(2A) 492
- s. 30(2A)(a) 492
- s. 30(2A)(b) 492
- s. 30(2B) 492
- s. 35 519
- s. 35(1) 540, 545
- s. 35(2) 540
- s. 35(4) 540
- s. 35(6) 540
- s. 35(6)(a) 540
- s. 35(6)(b) 540
- s. 38 568
- s. 44–46 704
- s. 50(3) 568, 569
- s. 51(3) 22, 567, 569
- s. 53(2) 564
- s. 53(3) 563, 564
- s. 53(4) 564
- s. 55(3) 244
- s. 55(5) 249
- s. 57(2) 22
- Senior Courts Act 1981 (formerly Supreme Court Act 1981)
- s. 50 327, 556, 631, 634, 668
- Sex Discrimination Act 1975
- s. 82(1) 107
- Statute of Frauds 1677 135
- s. 4 130, 131, 132, 133, 134, 136
- Supply of Goods (Implied Terms) Act 1973 187, 188, 194, 243
- s. 8 239
- s. 9 239, 256
- s. 10 239, 256
- s. 11 239, 256
- Supply of Goods and Services Act 1982 175, 176, 177, 178, 179, 186, 187, 194, 215
- Part I 186
- s. 2 194, 239, 256
- s. 2–15 239, 256
- s. 3 194
- s. 4 194
- s. 5 194
- s. 13 194, 185
- s. 14 195, 187
- s. 15 195, 186, 646
- s. 16 187
- Supply of Goods and Services Act 1994 176
- Supreme Court Act 1981, *see* Senior Courts Act 1981
- Theft Act 1968 22
- Third Parties (Rights against Insurers) Act 2010 658, 683

- Trade Descriptions Act 1968 *7*
- Trade Union and Labour Relations Act 1974 *402*
s. 13 *401*
- Trade Union and Labour Relations (Consolidation) Act 1992
s. 179 *106*
- Trustee Act 2000
Part IV *700*
- Unfair Contract Terms Act 1977
8, 154, 176, 217, 232, 237, 244, 245, 250, 251, 256, 267, 283, 336
s. 1(1) *238*
s. 1(3) *238, 239*
s. 1(3)(a) *238*
s. 1(3)(b) *238*
s. 2–7 *238*
s. 2 *238, 254, 255, 267*
s. 2(1) *237, 238, 256, 276*
s. 2(2) *238, 245, 256, 340, 680*
s. 2(4) *238*
s. 3 *160, 239, 240, 241, 244, 246, 256, 267, 682*
s. 3(a) *256*
s. 3(b) *256*
s. 3(b)(i) *256*
s. 3(b)(ii) *256*
s. 3(1) *239*
s. 3(2) *239*
s. 3(3) *239*
s. 3(4) *239*
s. 3(5) *239*
s. 3(6) *239*
s. 3(6)(a) *239*
s. 3(6)(b) *239*
s. 3(6)(b)(i) *239*
s. 3(6)(b)(ii) *239*
s. 4 *254*
s. 5 *254*
s. 6 *239, 246*
s. 6(1) *256*
s. 6(1A) *239, 256*
s. 6(3) *243, 244*
s. 6(4) *239*
s. 7 *239, 246, 254*
s. 7(1A) *256*
s. 7(3) *239, 243, 244*
s. 7(3A) *239, 256*
s. 7(4) *243, 244*
s. 8 *241, 256, 350*
s. 10 *254*
s. 11 *239, 241, 242, 248, 249, 267*
s. 11(1) *241, 340, 342*
s. 11(2) *241*
s. 11(3) *241*
s. 11(4) *241, 242, 246*
s. 11(4)(a) *242*
s. 11(4)(b) *242*
s. 11(5) *242*
s. 12 *167, 256*
s. 12(1)(b) *238*
s. 13 *239, 254, 255*
s. 13(1) *254*
s. 13(1)(a) *254*
s. 13(1)(b) *254*
s. 13(1)(c) *254*
s. 13(2) *254*
s. 14 *238, 256*
s. 20 *243*
s. 21 *243*
s. 26 *238*
s. 27 *238*
s. 27(2) *254*
s. 27(2)(a) *254*
s. 27(2)(b) *254*
Sch. 1 *278*
Sch. 2 *243, 244, 267*
- Unsolicited Goods and Services Act 1971 *30, 42*
- Table of Statutory Instruments**
- Commercial Agents (Council Directive) Regulations 1993 (SI 1993 No 3053) *478, 599*
reg. 17 *599*
reg. 20(1) *478*
reg. 20(2) *478*
reg. 20(3) *478*
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013 No 3134) *181, 184, 195*
reg. 9 *141, 186*
reg. 10 *141, 186*
reg. 11 *186*
reg. 13 *141*
Sch. 1 *141*
- Sch. 2 *141*
- Consumer Protection (Distance Selling) Regulations 2000 (SI 2000 No 2334) *195*
- Electronic Commerce (EC Directive) Regulations 2002 (SI 2002 No 2013)
reg. 11(1) *49*
reg. 11(1)(a) *49*
reg. 11(2) *49*
reg. 11(2)(a) *49*
reg. 11(3) *49*
reg. 12 *26*
- Package Travel, Package Holidays and Package Tours Regulations 1992 (SI 1992 No 3288) *655*
reg. 2(1) *655*
- Sale and Supply of Goods to Consumers Regulations 2002 *176*
- Seeds, Oils and Fats Order 1919 *436*
- Solicitors Practice Rules 1990 *436*
- Unfair Terms in Consumer Contract Regulations 1994 (SI 1994 No 3159) *186, 202, 213, 242, 244, 255*
reg. 3 *271*
reg. 3(2) *272, 273*
reg. 3(2)(b) *273, 274*
reg. 3(2)b *272*
reg. 4 *262*
reg. 4(1) *272*
reg. 4(3) *261*
reg. 6 *271*
reg. 8 *262, 278*
Sch. 2 *261*
- Unfair Terms in Consumer Contract Regulations 1999 (SI 1999 No 2083) *196, 230, 261, 273, 276, 319336*
reg. 3(2)b *262*
reg. 4(1) *264*
reg. 5 *260, 262*
reg. 5(1) *196, 260, 268, 270, 275, 429*
reg. 5(2) *268*
reg. 6 *271*

TABLE OF STATUTES

reg. 6(1) [279](#)
reg. 6(2) [271](#), [272](#), [273](#), [274](#), [275](#),
[276](#)
reg. 6(2)(a) [275](#)
reg. 6(2)(b) [272](#), [273](#), [274](#)
reg. 6(2)(d) [274](#)
reg. 6(2)(e) [274](#)
reg. 6(2)(f) [274](#)
reg. 6(2)(l) [274](#)
reg. 6(2)b [262](#), [272](#), [276](#)
reg. 7 [275](#)
reg. 7(1) [277](#)
reg. 7(2) [277](#)
reg. 8 [269](#)
reg. 8(2) [277](#)
reg. 10 [278](#)

Sch. 1 [278](#)
Sch. 2 [274](#), [275](#)

European Union Legislation

EEC Treaty (Treaty of Rome)

Art. 81 [478](#)

Art. 82 [478](#)

Directive 93/17 (AU: Please provide
further details)

Art. 7 [278](#), [279](#)

European Directive on Distance
Selling (97/7/EC) [195](#)

European Directive on Electronic
Signatures (1999/93/EC) [219](#)

European Directive on Unfair

Commercial Practices (2005/29/
EC) [432](#)

Art. 7(2) [430](#)

European Directive on Unfair
Terms in Consumer Contracts
(European Council Directive
93/13/EEC) [176](#), [196](#), [255](#), [257](#),
[260](#), [261](#)

Art. 7 [278](#)

Art. 7(1) [277](#)

Art. 7(2) [277](#)

Sch. 2 [265](#), [267](#)

European Union's Consumer
Rights Directive (CRD) 2011/83/
EU [257](#)

Part 1

The formation of a contract

- 1 The evolution and definition of the modern contract
- 2 The fact of agreement
- 3 Consideration
- 4 Intention to create legal relations
- 5 Capacity
- 6 Formalities

1

The evolution and definition of the modern contract

Objectives

After reading this chapter you should be able to:

1. Understand how the law of contract evolved historically.
2. Understand how the law of contract has evolved in modern times and explain the nature of contracts of adhesion.
3. Define a contract.
4. Recognise when a contract arises in legal terms.

Evolution

The early development

Objective 1

The law of contract in England has a long history which dates back to the thirteenth and fourteenth centuries. Its early development was connected closely with the growth and expansion of the jurisdiction of the common law courts over the myriad courts that evolved before and after the Norman Conquest. Some local courts in the Middle Ages exercised a limited jurisdiction based on custom that was very similar to that of the law of contract. This jurisdiction was termed the 'law merchant' and was often administered at local fairs, markets and ports. It was, however, the common law courts that evolved a more generalised jurisdiction.

The evolution of contract began initially with forms of action based on covenant and debt, roughly equivalent to what we know today as contracts under seal and simple contracts. Under 'covenant' some agreements were regarded as so important that they were formalised in writing. In addition to this, and no doubt because of widespread illiteracy, the parties were required to acknowledge the written document by sealing it. Initially, the action was based on the need to enforce a specific promise to do something, such as ploughing a field, but it evolved into an action for damages for a sum of money, awarded by a jury for breach of the 'covenant' or agreement.

The informal contract evolved in a very different way since the action based on covenant could not be used in a parol (oral) contract. Here the action began on the basis of debt and

detinue, whereby specific sums of money lent or otherwise owed (debt) or chattels sold or lent (detinue) could be recovered. These forms of action revolved around a fiction that the claimant was recovering their own money or property. The main deficiencies with these actions were that they could not be used to enforce a positive obligation, the only remedy being the recovery of the debt in all property. Further, the trial procedures were based on compurgation or wager of law, whereby a defendant could evade liability by producing a number of oath-swearers (usually 12) to swear their innocence in respect to the money or property alleged to be held by them. An action could be lost merely by the incorrect enunciation of the oath by one of the oath-swearers. Other rules made these actions inappropriate and often unjust, and it was at this time that the jurisdiction of the courts of chancery began to intervene to correct the inadequacies of the common law and evolve their own particular remedies applicable to agreements.

While the actions of debt and detinue were the earliest recognition of the enforcement of agreements, the modern law of contract in relation to informal agreements does not originate from these actions. As already stated, at this time there were a large number of different courts all vying to expand their own jurisdictions. The common law courts developed a jurisdiction over wrongs in which the king had a special interest. These were known as pleas of the Crown and involved actions relating to breaches of the king's peace. Such actions were founded on actions in **trespass** (i.e. actions in tort) which were particularly useful, in that the form of the writ was flexible and allowed the writ to be developed and used in many different situations. It is for this reason that Maitland called trespass 'the mother of all torts'. These types of writ were called 'actions on the case' and were tried by a jury which itself awarded damages as a remedy. Eventually the bringing of these actions ceased to be the sole prerogative of the Crown and could be used to remedy purely civil wrongs. Those torts that did not evolve in this way went on to form the basis of the criminal law. Among the torts that evolved at this time was an action in which the claimant alleged that the defendant had entered an informal agreement with them and then by a defective performance caused the claimant some damage. One particular anomaly in this early trespass on the case, known as 'assumpsit', was that it lay only for a **misfeasance**, that is performing one's obligations badly, rather than a **nonfeasance**, that is not performing one's obligations at all, though this restriction was removed after *Thoroughgood's case* (1584) 2 Co Rep 9a. The lifting of this anomaly was significant in the development of a law of contract since it meant that any breach of promise could be actionable, even though the agreement was merely informal.

The only remaining blot on the development of assumpsit was the relation of this action to debt. Again the significant factor was the competition for jurisdiction between the courts. With assumpsit, the Court of the King's Bench was prepared to allow the action to be used instead of the action on debt. The Court of Common Pleas regarded this use of assumpsit as improper, with the result that it would not allow a claimant to recover a specific sum of money by way of an action in assumpsit. It required such a claim to be brought in debt with all its incumbent defects. The dispute between the two courts was resolved in *Slade's case* (1602) 4 Co Rep 92a when the views of the Court of the King's Bench were upheld. The result of the case was to produce a single form of action for the enforcement of informal agreements and potentially produce an action that held no bounds in the enforcement of promises.

The open-ended scope of assumpsit needed to be controlled. The controlling element as to what types of promise fell within the general scope of assumpsit emerged also in the sixteenth and early seventeenth centuries when the doctrine of **consideration** evolved. How this doctrine arose in English law is unclear, but what is clear is that by the

seventeenth century a principle had emerged that it was necessary not only to show a promise, but also some motivating reason for the existence of the promise. Put another way, a promise may be regarded as a statement of will but for that statement to have legal effect, it had to be supported by a motive for the exercise of that will or consideration. The establishment of the need to show consideration produced a broad form on which the modern law is now based and one which was not to be subject to radical reformulation until the nineteenth century.

The nineteenth century

The nineteenth century is regarded as the golden age of contract since it was at this time that the law of contract evolved into the structure that we have today. Perhaps just as important was the fact that the significance of contract changed within the legal psyche of lawyers since it emerged as a subject in its own right.

The emergence of the law of contract at this time has often been put down to the Industrial Revolution, though this development owes more to coincidence than to a substantive causative link. As Smith and Atiyah (2006) point out in *Atiyah's Introduction to the Law of Contract*, the emergence of the law of contract is really the result of the adoption of the theories of natural law, which propounded the idea of an inalienable right of people to own and deal with property, and that the state via the law should interfere as little as possible with the affairs of individuals. The effect of these two approaches was to elevate the law of contract to a higher plane and produce the notion of the sanctity of the contract, the function of the law being to uphold the contract and only to become involved when things went wrong, not concerning itself with the fairness or social justice of the situation.

This latter comment is of course too simplistic and creates an imbalance when the reality of the situation is assessed since the Courts of Chancery did attempt to protect individuals who found themselves bound by an onerous contract. Nevertheless, the protection offered by the Court of Chancery was limited and probably even reduced during this period, which was a time of great corruption within the court, as is graphically illustrated by Charles Dickens in *Bleak House*.

The result of the above changes produced, by the early part of the nineteenth century, a new concept of individualism, whereby the person in the street was regarded as self-sufficient and imbued with a new notion of self-reliance, in being able to control their own destiny. Given this development one then had to consider at what point the courts should become involved to settle any dispute that might arise from a contract, though central to this question was whether a contract had been entered into in the first place.

The answer here lies in the perhaps obvious statement that a contract materialises where there is an agreement between the parties. Again the statement is far too simplistic, since the stereotypical response where any breach of the contract is alleged is: 'I did not agree to that'. The problem is one of measuring the existence of the agreement. Further, in many situations, a party may not have expressly 'agreed' to anything. Thus, the act of buying a ticket and getting on a train shows no agreement on the face of things, the same being true of any standard form of contract, in that one has no option but to sign and accept; there is no question of 'agreement' here.

It is at this point that the notion of freedom of contract shows its frailty since the law imposes an objective test to find for the existence or not of an agreement, the court representing the so-called reasonable man. At the end of the day, then, the idea of individualism fails and the courts have to find for the existence of a contract based on the intention of the parties. That intention is found by reference to a legal rule rather than

the intention of the individuals themselves, despite the fact that some judges at this time considered that *consensus ad idem* (total agreement) was an essential feature of the existence of an enforceable contract.

A further misconception of the notion of freedom of contract is the idea that it provides the parties with freedom of choice as to the terms on which the agreement is entered into. Such an idea holds good where there is equality of bargaining power but is plainly false where this is not the case. Indeed, it is the fact of the powerful imposing terms on the weak that led to the notions of collectivisation, the growth of the trade union movement, the intervention of government and the weakening of the notion of freedom of contract, with its *laissez-faire* basis, as the underlying principle on which the modern law of contract is based.

The classical theory of contract, as we have seen, played an important part in the early economic and social development of the country, when modern economic theory and power were still in their infancy and true freedom of choice existed. Once large, powerful industrial units developed, as in the railways, for instance, where there was no competition or freedom of choice, then the chinks in the armour of the classical theory began to open up, allowing interventionism and a new dawn of state paternalism to develop.

The modern era

Objective 2

The nineteenth century saw great social, economic and political change in Britain which heralded a swing away from the classic theory of freedom of contract. Britain became firmly established as an industrial leader and this brought with it large industrial concerns, mass production with a wide selection of goods readily available and the dawn of a new consumerism. While previously an individual was free to negotiate an agreement, now they were faced with **standard-form contracts**, large companies carrying great financial power and products which required a scientific knowledge beyond that of the person in the street. Political and social changes were also occurring, taking the form of a widening of the franchise and a movement towards a more socialist society, the result of which was a change from, as Smith and Atiyah put it, ‘a corrective form of justice to one which was distributive’.

The modern era then became one of protectionism and a subsequent decline in the freedom of contract caused by the fettering of negotiating discretion. This decline was only partial and in many aspects of business freedom still persisted, particularly in the manufacturing industry. The new protectionism evolved in three ways, all of which often interacted with each other.

Social protectionism

The Industrial Revolution, culminating in the 1880s, the ‘golden age’ of Britain’s economic and industrial transformation, produced a society dependent on earning a living since the population now became centred on major areas of industrial activity. The movement from the country to the towns presented massive social and infrastructure problems. The worker was treated by his employer as a commodity that without careful financial control could be a considerable liability. The effect of this was to produce slum dwellings, jerry-built with little or no sanitation, and working conditions that had the appearance of the devil’s cauldron, with unsafe working practices and widespread pollution. These conditions could be seen to be the result of the need to further the profit motive, to produce housing and a workforce that allowed for the greatest maximisation of profit, this objective in turn being achieved by the negotiation of the contract between the

manufacturer and the distributors of their goods. Freedom of contract in the classical theory could be seen as being at the centre of the exploitation of the most vulnerable members of society. It was to curtail these excesses that Parliament and the law were called in, and this they did, imposing planning controls, prohibiting certain types of contract and imposing terms into contracts.

So far we have seen how protectionism began but this process also continued right through the twentieth century and into the twenty-first. Thus there has developed a whole network of institutions designed to act as a safety net for the individual, to protect them from the extremes of commercial and industrial life, such as a system of national insurance, a national health service, statutory recognition of trade unions, a compensation scheme for those made redundant and a whole battery of legislation to protect tenants from the excesses of their landlords. There has also been a recognition of the dangers of the concentration of economic power with the development of restrictions on the growth of monopoly power.

Consumer protection

As already stated, the Industrial Revolution brought with it mass production, a great deal more freedom of choice and the development of goods of a complexity never before available. Britain had also become a consumer society, one where an individual generally had to work to earn a living to buy not only essentials such as food and clothing, but also those items which had hitherto been luxuries and beyond the aspirations of the ordinary person to acquire and which were available because of mass production techniques.

With this development the common law and Parliament imposed conditions on the parties to contracts, particularly sellers of goods, to comply with certain basic standards. Such legislation generally protected the individual against the vagaries of the commercial enterprise, though more limited protection was also imposed on contracts made between commercial enterprises. In contracts between private individuals the idea of freedom of contract encapsulated in the maxim *caveat emptor* (let the buyer beware) still persisted – as it does today.

Consumer protection legislation not only imposed civil liability, which left it to the individual to enforce the terms imposed by way of statute in an action for breach of contract, but also imposed criminal liability in some areas. Thus, the Trade Descriptions Act 1968 made it a criminal offence falsely to describe goods offered for sale.

Contracts of adhesion

Contracts of adhesion, generally known today as standard-form contracts, have now become part and parcel of the commercial life of the country. They derive from the time of the development of the passenger-carrying train when, for the first time, large numbers of contracts were entered into on any one day and it would clearly have been nonsensical to have to negotiate every single contract. The railway companies thus produced a standard contract which applied to everyone, the terms of which were not open to negotiation.

It might be thought, therefore, that such contracts are of recent origin, but they are not, and their history goes back to the very beginnings of mercantile enterprise. Initially, they could be found in trade usage, and eventually they were transformed into documents such as charter parties, insurance policies and bills of lading. Their purpose here was to save time and expense since clearly in complex matters such as those indicated, it would be commercially wasteful to have to sit down and negotiate each contract separately. A further purpose was to indicate where particular risks lay in carrying out the contract, so enabling a party to insure or guard against the risk becoming a loss. In contracts for export

sales, for example, a strict **free on board** (or FOB) **contract** requires the seller to place the goods, at their own expense, on a ship nominated by the buyer. The price quoted on such a contract does not include the price of the freight or insurance, both of which must be provided for by the buyer.

Such contracts are quite legitimate when entered into between people of business at arm's length. Indeed, this might also be the case where a contract negotiated with a private individual can assume that the individual themselves would normally insure against a particular risk – for example, the cancellation of a holiday. Such contracts become illegitimate where the standard-form contract seeks to impose harsh and onerous terms on an individual who has no option but to accept them. Very often the weaker party will be unable either to renegotiate the contract or, very often, to go elsewhere since such contracts may be common to all operators within a particular industrial activity. A further criticism of such contracts is that they are often drafted in such a way as to be virtually incomprehensible to the ordinary person and often impose wide-ranging exemption clauses which preclude the stronger party from being liable for breach of the contract in almost any circumstances.

In the twentieth century such contracts became all-pervasive, and while the courts attempted to curtail the operation of such contracts – and in particular the effect of the exemption clause – by means of various rules regarding the construction of such clauses, a more radical step was required. This reform developed in a piecemeal fashion in various statutes until the passing of the Unfair Contract Terms Act in 1977.

The present day

Sir George Jessel in 1875 in *Printing and Numerical Registering Co. v Sampson* (1875) LR 19 Eq 462 stated:

if there is one thing more than another which public policy requires, it is that men of full age and competent understanding shall have the utmost liberty in contracting, and that their contracts, when entered freely and voluntarily, shall be held sacred and shall be enforced by the Courts of Justice.

Such a view is clearly not one which sums up the evolution of the law of contract in the last quarter of the nineteenth century or in the twentieth century. The notion of freedom of contract lives on, but the reality is that it persists only in very limited areas of commercial life. The courts and Parliament have made substantial inroads into limiting the powers of those who exercise economic dominance.

In the 1980s, however, the notion of freedom of contract was given a new lease of life in the form of so-called Thatcherism, the idea that the controls that had evolved over the past 100 years had now become so restrictive and so protectionist that they had dulled the cutting edge of competitiveness which Britain required to succeed in the modern commercial world. The result of this dramatic policy change has been to privatise the once publicly-owned utilities which had become dilatory, safe in the knowledge that they were state-owned and protected monopolies which governments had to support no matter how inefficient. On a more individualistic level the government argued that the population was now better educated and more sophisticated, and that individuals were more able to look after their own interests.

The result of this change of policy has been to reduce the levels of protection offered and to allow the individual to have greater freedom of choice, thereby inducing a new

competitive order to the economy. Thus the previously state-owned industries now had to become more efficient in order to make profits and to keep their customers. Failure to do so meant not only loss of business but also the asking of questions at the annual general meeting of the newly privatised company in question, since now their privatised customers, or at least some of them, were shareholders to whom the board was answerable.

Such changes occurred not only in relation to the old state-owned utilities, but also in relation to some of the benefits previously enjoyed and protected by the state. Thus individuals now became free to choose how to organise their pensions rather than being dependent on the state. Further, in the private sector, tenants had their rights to security of tenure reduced since it was recognised that the wide-ranging protection previously afforded had the effect of reducing investment in the rented housing market with a consequent reduction in the stock of rented accommodation throughout the country.

This new era of freedom of contract is not a complete one; some level of protection will always be required to protect those less able to look after themselves. It is of course not desirable to revert to the slums and deprivations that existed prior to the protectionist era and therefore some level of protection will be maintained. What that level should be is a matter of political debate, though it seems unlikely that, whatever the political colour of future governments, there will be a reversion to the protectionism prevalent prior to the 1980s. All political parties recognise that the competition prevalent in the notion of freedom of contract is essential to a sound national economy.

Definition

Objective 3

Treitel in *The Law of Contract* defines a contract as:

an agreement giving rise to obligations which are enforced or recognised by law. The factor which distinguishes contractual from other legal obligations is that they are based on the agreement of the contracting parties.

Beatson in *Anson's Law of Contract*, takes his definition a little further than this, defining it as:

A legally binding agreement made between two or more persons, by which rights are acquired by one or more to acts or forbearances on the part of the other or others.

Objectivity

Objective 4

The notion of agreement is central to both definitions and the question has to arise as to the point at which an agreement actually materialises. The problem of measuring the existence of the agreement has already been looked at in our discussions on the concept of freedom of contract. Nevertheless, it is worth restating the fact that the law requires more than some subjective indication of agreement between the parties. There is a clear need for some degree of evidence of the fact of agreement, otherwise there would be great uncertainty when one attempts to reconcile the theoretical basis of the law of contract with the actual intentions of the parties. An individual could escape their obligations merely by stating that they had no intention of being bound by any agreement. The courts thus require some outward objective evidence of the existence of an agreement. Any subjective element is subordinate to the objective one and is, to a large degree, of no consequence except where it corresponds with